

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

MALIBU MEDIA, LLC,

Plaintiff,

v.

JOHN DOE,

Defendant.

Civil Action Case No.5:19-cv-00834-DAE

**APPENDIX TO PLAINTIFF'S RESPONSE TO DEFENDANT'S
RENEWED MOTION FOR PARTIAL SUMMARY JUDGMENT**

Pursuant to Rule CV-7, Malibu Media, LLC, in support of its Response to Defendant's Renewed Motion for Partial Summary Judgment, submits the following declarations:

1. Correspondence from JT Morris Law regarding John Doe's Confidentiality Designations.....P-Resp_Renew_MSJ001-3
2. December 9, 2020 Redacted Deposition Transcript of John Doe Defendant P-Resp_Renew_MSJ004-090
3. Declaration of Tobias FieserP-Resp_Renew_MSJ091-93
4. Declaration of Colette PelissierP-Resp_Renew_MSJ094-100
5. October 20, 2020 Redacted Deposition Transcript of Colette Pelissier P-Resp_Renew_MSJ101-235
6. Expert Report of Glenn K. Bard.....P-Resp_Renew_MSJ236-243

Respectfully submitted,

By: /s/ Paul S. Beik
Paul S. Beik
Texas Bar No. 24054444
BEIK LAW FIRM, PLLC
8100 Washington Ave., Suite 1000
Houston, TX 77007
T: 713-869-6975

F: 713-868-2262

E-mail: paul@beiklaw.com

ATTORNEY FOR PLAINTIFF



JT MORRIS LAW
— PLLC —

JT Morris | Attorney
jt@jtmorrislaw.com

1105 Nueces Street, Suite B, Austin, Texas 78701 | 512-717-5275

December 19, 2020

VIA E-MAIL

Paul S. Beik, Esq.
Beik Law Firm, PLLC
8100 Washington Ave., Suite 1000
Houston TX 77007
paul@beiklaw.com

RE: *Malibu Media v. John Doe*, Case No. 5:19-cv-00834 (W.D. Tex.) – Protective Order designations for the December 9, 2020 deposition of John Doe.

Dear Paul:

Under the Stipulated Protective Order [Dkt. 10] and Agreed Protective Order [Dkt. 46], Defendant John Doe serves the attached confidentiality designations for his December 9, 2020 deposition.

Doe reserves the right to make additional designations as the protective orders or the Court allow. And these designations do not relieve Plaintiff and its counsel from their obligations under the Stipulated Protective Order over Doe's anonymity or any of their obligations under the Agreed Protective Order.

Best,

A handwritten signature in black ink, appearing to read 'JT Morris', with a horizontal line extending to the right.

JT Morris

Designations under the Agreed Protective Order [Dkt. 46]

| Deposition Page and Line | Confidentiality Level |
|---|------------------------------|
| 13:3-7 | Confidential |
| 14:14-19 | Confidential |
| 16:8-10 | Confidential |
| 18:13-15 | Confidential |
| 19:15-17 | Confidential |
| 20:9-11 | Confidential |
| 52:25-55 | Highly Confidential |
| 56:6-57:20 | Highly Confidential |
| 58:2-6 | Highly Confidential |
| 69:15-19 | Highly Confidential |
| 82:21-23 | Highly Confidential |
| 83:16-23 | Confidential |
| Exhibit 2 to Doe's Deposition (Letter from Charter) | Confidential |

Portions subject to the Stipulated Protective Order [Dkt. 10]

| Deposition Page and Line |
|---|
| 6:13-14 |
| 13:3-7 |
| 14:8-9 |
| 14:14-19 |
| 16:8-10 |
| 16:13 |
| 18:13-15 |
| 18:16 |
| 19:15-17 |
| 20:17 |
| 20:9-11 |
| 22:2 |
| 22:17 |
| 23:14 |
| 48:13 |
| 49:7 |
| 50:1 |
| 75:2 |
| 78:6 |
| 78:15 |
| 79:11 |
| 79:14 |
| 83:16-23 |
| 84:4 |
| 84:10 |
| Exhibit 2 to Doe's Deposition (Letter from Charter) |

CONFIDENTIAL
ATTORNEYS' EYES ONLY

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

MALIBU MEDIA, LLC,)
Plaintiff,)
)
V.) C.A. NO. 5:19-cv-00834-DAE
)
JOHN DOE,)
Defendant.)

* * * * *

ORAL DEPOSITION OF JOHN DOE

DECEMBER 9, 2020

(REPORTED REMOTELY)

ORAL DEPOSITION of JOHN DOE, produced as a witness at the instance of the Plaintiff, and duly sworn, was taken in the above-styled and numbered cause on the 9th of December, 2020, from 1:02 p.m. to 4:03 p.m., before Wendi Broberg, CSR in and for the State of Texas, reported by machine shorthand remotely via Zoom, pursuant to the Federal Rules of Civil Procedure and provisions stated on the record or attached hereto.

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 2

A P P E A R A N C E S

FOR THE PLAINTIFF MALIBU MEDIA, LLC:

MR. PAUL S. BEIK
BEIK LAW FIRM, P.L.L.C.
8100 Washington Avenue
Suite 1000
Houston, Texas 77007
Ph. (713) 869-6975
Fax (713) 868-2262
E-mail: paul@beiklaw.com

FOR THE DEFENDANT JOHN DOE:

MR. J.T. MORRIS
JT MORRIS LAW, P.L.L.C.
1105 Nueces Street
Suite B
Austin, Texas 78701
Ph. (512) 717-5275
Fax (512) 582-2948
E-mail: jt@jtmorrislaw.com

REPORTED BY:

WENDI BROBERG, CSR 7091
Contracted by:
Discovery Resource
1511 West 34th Street
Houston, Texas 77018
Ph. (713) 223-3300
Fax (713) 228-3311

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 3

INDEX

| | | |
|---|--------------------------------|----|
| 1 | Appearances | 2 |
| 2 | Index | 3 |
| 3 | Index of Exhibits | 3 |
| 4 | JOHN DOE | |
| 5 | Examination by Mr. Beik | 4 |
| 6 | Signature of Witness | 86 |
| 7 | Reporter's Certification | 87 |
| 8 | | |

9

INDEX OF EXHIBITS

| 11 | NUMBER | DESCRIPTION | MARKED/IDENTIFIED |
|----|--------|--|-------------------|
| 12 | 1 | Plaintiff's Amended Notice of Deposition of Defendant | 15 |
| 13 | 2 | Letter from Charter | 16 |
| 14 | | Communications to Paul Beik, Beik | |
| 15 | | Law Firm, re response to subpoena | |
| 16 | | in Malibu Media v. John Doe dated | |
| 17 | | 10/23/19 with attached Attachment | |
| 18 | | A (No Bates) | |
| 19 | 3 | Defendant John Doe's Answer and | 23 |
| 20 | | First Amended Counterclaims | |
| 21 | 4 | Declaration of Defendant (No | 47 |
| 22 | | Bates) | |

20

21

22

23

24

25

Discovery Resource

713-223-3300

P-Resp_Renew_MSJ006

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 4

1 (Witness sworn)

2 THE WITNESS: I do.

3 MR. MORRIS: Okay. And just to put it on
4 the record -- and this is J.T. Morris, counsel for the
5 witness -- we're designating this under the stipulated
6 protective order about Doe's anonymity, and also I just
7 want to remind everybody on the record that at least for
8 ten days after we receive the transcript the transcript
9 is treated as confidential under the agreed protective
10 order.

11 MR. BEIK: Yes, agreed.

12 JOHN DOE,
13 having been first duly sworn, testified as follows:

14 EXAMINATION

15 BY MR. BEIK:

16 Q My name is Paul Beik, and I represent the
17 plaintiff in this case, Malibu Media.

18 Would you please state your name for the
19 record.

20 A The real name?

21 Q Yes.

22 A Okay. For the record, just to make clear, my
23 identity to the best of my knowledge has not been
24 disclosed to the plaintiff --

25 THE REPORTER: I can't understand him.

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 5

1 I'm sorry.

2 THE WITNESS: Am I speaking loud enough?
3 Is it the accent or --

4 THE REPORTER: It's echoing in a -- in a
5 high pitched tone, and I really didn't get what you
6 said.

7 THE WITNESS: Let me try to -- hold on.
8 Let's see. Is this better?

9 THE REPORTER: Not really, no.

10 THE WITNESS: I don't see anything that
11 would involve the echo. Yeah, I'm not sure what to do,
12 then. I can lower my volume, but that's about it.

13 THE REPORTER: Okay. I'll do my best.
14 Can you restate what you said?

15 THE WITNESS: Okay.

16 **A So to the best of my knowledge, my identity has**
17 **not been disclosed to the plaintiff, so I would like to**
18 **state that my name and identity is highly confidential,**
19 **not just confidential.**

20 **Do we agree on this, or has it been**
21 **disclosed already to the plaintiff what my identity is?**

22 Q (By Mr. Beik) I'm sorry, sir. It's just this
23 is a deposition, and so you just have to answer the
24 questions that are asked.

25 **A I will answer. I'm not saying that I'm not.**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 6

1 I'm just asking for it to be highly confidential rather
2 than confidential. We do have a protective order that
3 has different classes of confidentiality in it.

4 MR. MORRIS: And I'll state again, under
5 our stipulated protective order from I think 2000 --
6 November 2019 we agreed that your identity will remain
7 anonymous until the Court orders otherwise. They do --
8 the plaintiff does know your identity because they
9 received it from the ISP, but as far as the public
10 record, it is anonymous and will remain that way until
11 the Court orders otherwise.

12 Do you agree, Mr. Beik?

15 Q (By Mr. Beik) Okay. Can you spell that?

16 [REDACTED]
17 Q Thank you.

18 Have you ever had your deposition taken
19 before?

20 A No, I have not.

21 Q Okay. Well, I'll go through a few of the kind
22 of ground rules. Just so you know, you're going to be
23 asked questions here under oath just like if we were
24 sitting in court with the judge and the jury. Do you
25 understand that?

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 7

1 **A Yes.**

2 **Q Okay. And the court reporter is taking down**
3 **all of the questions and all of the answers, and so in**
4 **order for us to have a clean record, I would ask for you**
5 **to wait until I finish my question before you begin to**
6 **answer the question. Can you agree on that?**

7 **A Yes.**

8 **Q Okay. And if your attorney has any objections,**
9 **you can wait for him to make his objection, and then you**
10 **can go forward with your answer. Can we agree on that?**

11 **A Yes.**

12 **Q Okay. And is there anything that you're aware**
13 **of that would impair your ability to provide your**
14 **testimony today?**

15 **A I'm not sure how to answer that question.**
16 **That's very broad.**

17 **Q For example, are you on any medications or**
18 **under the influence of any type of substance or anything**
19 **of that nature?**

20 **A I have medications, but I don't think the**
21 **medications that I'm on will affect my answers.**

22 **Q Okay. So it's your understanding that you're**
23 **not -- you do not have anything that's going to impair**
24 **you from giving your testimony today?**

25 **A Oh, from a cognizant standpoint, no.**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 8

1 Q Okay. And if you need a break, please just let
2 me know. I'm happy to take a break. If you need a few
3 minutes to get a drink or use the restroom or something
4 like that, just please let me know. Okay?

5 **A Yes. Okay.**

6 Q And then if don't understand one of my
7 questions or if you're confused, you know, sometimes I
8 can ask bad questions so just if I -- if you don't
9 understand my question, just please let me know you
10 don't understand and then -- then I can rephrase the
11 question for you. Can we agree on that?

12 **A Yes.**

13 Q Okay. Otherwise, I'm going to assume that you
14 understood my question if you don't ask me to rephrase
15 it or if you don't let me know that you don't understand
16 it. Okay?

17 **A Okay.**

18 Q Okay. What is your educational background?

19 **A I do have an engineering degree so a bachelor's**
20 **in engineering.**

21 Q And was that from a university?

22 **A Yes.**

23 Q Was that a university in the United States, or
24 was it somewhere else?

25 **A In the United States.**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 9

1 Q Which university?

2 A Iowa State.

3 Q Iowa State. Okay.

4 A Yes.

5 Q And what type of engineering? What is your
6 degree --

7 A Electrical. Oh, sorry.

8 Q I'm sorry. It's easy to do so that's why I
9 always remind people at the beginning, but we'll get the
10 hang of it.

11 What type of engineering degree do you
12 have?

13 A Electrical engineering.

14 Q Electrical engineering. Okay. And do you have
15 any other degrees other than electrical engineering?

16 A Well, I did get it with a minor in computer
17 science.

18 Q Computer science. Okay. Was that also from
19 Iowa State?

20 A Yes, and it was a minor. It was not a full --
21 a full degree.

22 Q Okay. And do you have any other degrees other
23 than those two?

24 A No.

25 Q And when did you graduate from college?

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 10

1 **A '97.**

2 **Q 1997. Okay. And how are you employed?**

3 **A In a typical corporation. I am a software**
4 **architect.**

5 **Q And what is -- what is the details of the**
6 **nature of your work?**

7 **A What do you mean?**

8 **Q What are your job duties? What are you**
9 **required to do in the course and scope of your**
10 **employment?**

11 **A I set up infrastructure, I maintain some**
12 **infrastructure, I develop custom software and I**
13 **architect the distributive systems to operate.**

14 **Q And is that type of software and systems, is**
15 **that for a particular industry?**

16 **A Legal technology.**

17 **Q Legal technology. What type of legal**
18 **technology?**

19 **A Discovery.**

20 **Q Okay. How long have you been employed in that**
21 **position?**

22 **A Since March of 2019.**

23 **Q Okay. Where were you employed prior to that?**

24 **A Prior to that, I was a consultant. I was -- I**
25 **was for an LLC, but it was my LLC. I'm the owner of the**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 11

1 **LLC, and I was doing consulting for 18 -- 18 years or**
2 **so.**

3 Q Oh, wow. And so you are essentially -- you
4 were a business owner for 18 years; is that correct?

5 A **That is correct.**

6 Q Did you have any other jobs, or was it just --
7 just working in that LLC?

8 A **Working on the LLC. I mean, I did some things**
9 **on the side just for fun, but the LLC was my job.**

10 Q Okay. And what type of work were you doing --
11 performing for the LLC?

12 A **Some of the same. I mean, I would design**
13 **systems, network. I would install full -- you can think**
14 **of the full IT Department type responsibilities. I**
15 **would be the IT for some small companies and also some**
16 **educational organizations. So anything related to IT as**
17 **well as develop custom software and -- yes, those were**
18 **basically my responsibilities, custom software as well**
19 **as the standard IT responsibilities.**

20 Q Okay. And would you actually design new
21 software platforms for particular clients or customers?

22 A **Yes.**

23 Q And how would that work? Would they come to
24 you with a particular issue and then -- and then ask you
25 to come up with a technological solution that would

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 12

1 address their needs?

2 **A Yes.**

3 Q And that was for 18 years?

4 **A Yes.**

5 Q And was that also in just the legal field?

6 **A No. I had customers in legal and factory,**

7 **small start-ups, education institutions like**

8 **universities. What else. Communications companies. I**

9 **mean, it was a lot of different entities.**

10 Q And would your skills be -- that were required
11 to perform the work that you would do for customers,
12 would it depend on the job, or was it generally the same
13 skills, just applications for a particular customer?

14 MR. MORRIS: Objection. Form.

15 Q (By Mr. Beik) You can answer the question.

16 **A Yes, I'll answer it. I mean, some jobs were**
17 **similar to each other, and other jobs were completely**
18 **different depending on the task that they needed a**
19 **solution for.**

20 Q Okay. But they were all generally involved in
21 software and networks?

22 **A Yes, software systems and networks.**

23 Q Okay. And so if I was a customer and I needed
24 a new software product or a new system, I would come to
25 you and say here's the type of system I need, and you

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 14

1 link, Paul, but it's not opening up.

2 THE WITNESS: I don't see the link either.

3 MR. BEIK: Is it not working, J.T.?

4 MR. MORRIS: I have a link. Let me see.

5 Yeah. So I have a link. I took the link and then it
6 makes me paste it in my browser and it takes me to the
7 notice of deposition.

■ [REDACTED]

■ [REDACTED]

10 THE WITNESS: I don't see the link.

11 Does anybody see my test message? I just
12 sent a test message.

13 MR. MORRIS: Yes, I see it.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

20 MR. BEIK: -- above that it should be --
21 at 1:18 it should be amended notice of deposition.

22 THE WITNESS: I'm sorry. I do not see
23 that.

24 MR. BEIK: Let me try and do it again.

25 Yeah, I see it here. I don't know why y'all don't see

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 15

1 it.

2 THE WITNESS: I'm using Zoom in the
3 browser. Perhaps I need the full application, I don't
4 know, but this is the first time I don't see people
5 messages in Zoom.

6 MR. BEIK: Well...

7 THE WITNESS: I can install it at the full
8 Zoom and rejoin the meeting. Would you like me to do
9 that?

10 MR. BEIK: Let me try one more thing and
11 see if this works. I tried to share screen. Can you
12 see that?

13 THE WITNESS: No. Yes, I can see that
14 screen now, yes.

15 MR. BEIK: Okay. All right. Now we're
16 working. Okay.

17 (Exhibit 1 marked)

18 Q (By Mr. Beik) Can you identify what this
19 document is?

20 A It is Amended Notice of Deposition of
21 Defendant.

22 Q Okay. And did you get this notice and
23 that's -- did you get this notice prior to today?

24 A I'm assuming. I do not -- I have not seen this
25 document before.

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 16

1 Q Okay. This is the notice of deposition for
2 today's deposition. Do you see how there's a case
3 number up there 5:19-cv-00834-DAE? Do you see that?

4 A Yes, I can see that.

5 Q Okay. So you understand we're here on this
6 case, correct?

7 A Yes.

■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]

11 (Exhibit 2 marked)

12 Q (By Mr. Beik) Okay. Let me show you a

14 can you see the -- in the regarding line underneath the
15 address in the middle it says "MALIBU MEDIA, LLC v. John
16 Doe/Civil Action No. 5:19-cv-00834-DAE"? Do you see
17 that?

18 A Yes, I can see the line on the document, yes.

19 Q Okay. And do you see that that matches the
20 case number on the notice of deposition?

21 A Yes. I mean, I don't remember. I didn't know
22 I was going to have to do it, but, yes, I imagine that's
23 it.

24 Q Thank you.

25 If you look at the second page, can you

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 17

1 identify that IP address that's listed?

2 MR. MORRIS: Objection. Form.

3 **A What was that?**

4 Q (By Mr. Beik) On the second page of this
5 exhibit, Exhibit No. 2, where it says "Attachment A" --
6 if you scroll down on the document, it will go to the
7 second page.

8 **A Yes, I can see the second page. I didn't quite**
9 **hear what J.T. said and the question that you asked me.**
10 **Sorry.**

11 Q Okay. Well, on the second page there where it
12 says "IP Address," can you confirm that that's your IP
13 address?

14 MR. MORRIS: Objection. Form.

15 **A I can verify that it is 70.121.72.191. Off the**
16 **top of my head, I don't know what my IP address is, but**
17 **that looks like the IP that has been used for the**
18 **lawsuit.**

19 Q (By Mr. Beik) Okay. And is it -- is it your
20 understanding that the IP address that's used in the
21 lawsuit is your IP address?

22 MR. MORRIS: Objection. Form.

23 **A It looks like it, yes.**

24 Q (By Mr. Beik) Okay. And so do you see where
25 it says "First Name" and "Last Name" for Exhibit 2 on

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 18

1 Page 2?

2 **A Yes, it does state my name.**

3 **Q** Okay. And is that your service address?

4 **A Yes.**

5 **Q** Do you live in a home at that address?

6 **A Yes.**

7 **Q** Is it a freestanding home?

8 **A Yes.**

9 **Q** So you don't share walls with anybody else?

10 **A No.**

11 **Q** When did you first move into that home?

12 **A It was either 2000 or 2001.**

██

██

██

██

17 **A Yes.**

18 **Q** How long have you been married?

19 **A You are going to get me in trouble. Since**

20 **2001, yes.**

21 **Q** 2001. Wow.

22 **A Yes.**

23 **Q** Congratulations.

24 **A Thank you.**

25 **Q** Okay. So you've lived in that home from 2001

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 19

1 until the present, correct?

2 **A Yes, correct.**

3 **Q I know things are different under COVID, but do**
4 **you work out of your home?**

5 **A Yes.**

6 **Q Did you work out of your home prior to COVID?**

7 **A Depends. Since I was doing consulting, it**
8 **depends on the jobs that I was doing. Some jobs will be**
9 **me working at home. Some jobs will be me working on**
10 **location.**

11 **Q Okay. But you didn't have another office that**
12 **your LLC maintained?**

13 **A Correct. I did not have an office just for the**
14 **company, correct.**

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 **Q And is that the type of schedule where you**
19 **would go in from, say, 9:00 to 5:00 or something of that**
20 **nature?**

21 **MR. MORRIS: Objection. Form.**

22 **A It is a more or less flexible schedule, but,**
23 **yes, it is more you go to the office for a full day's**
24 **worth of work except obviously with COVID, as you**
25 **pointed out, it's different.**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 20

1 Q (By Mr. Beik) Okay. So your typical schedule
2 would be you would go into the office. Would you have a
3 set schedule, or how would that work?

4 A It's not necessarily set in stone so I will
5 have some flexibility, but I will have to at the very
6 least be at the office for meetings. So the starting
7 time will depend, somewhere between 9:30 and 10:30, and
8 then I will stay there for as long as needed.

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

12 Q Okay. So your work now, is it fair to say
13 you're working for one company now as opposed to your
14 previous job you were working for lot of different
15 companies?

16 A Correct, yes.

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

18 lawsuit?

19 A The first communication was from Charter to let
20 me know that they had received a request for my
21 identity.

22 Q When you referenced Charter, are you referring
23 to Charter Communications?

24 A Yes.

25 Q And is Charter Communications your ISP

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 21

1 provider?

2 **A Yes.**

3 Q What did the notice that you received from
4 Charter say?

5 **A They said that they received a subpoena and**
6 **that I had -- I don't remember the exact time frame to**
7 **respond to Charter. If I wanted my identity to be kept**
8 **from being disclosed, I had to have a court order or**
9 **something in those lines. I don't have the letter in**
10 **front of me, but I believe it was also sent to you or --**
11 **I mean, we can look at it if you would like. I don't**
12 **remember the exact wording.**

13 Q What was your understanding that they were
14 letting you know that you had to get a court order for?

15 MR. MORRIS: Objection. Form.

16 **A I believe it was a subpoena, and it was whether**
17 **or not I wanted my identity disclosed based on the**
18 **subpoena.**

19 Q (By Mr. Beik) Did you contact them back?

20 **A No, I did not.**

21 Q What was your understanding as to why they were
22 contacting you?

23 MR. MORRIS: Objection. Form.

24 I'm also going to take the opportunity at
25 this time just to instruct the witness not to answer to

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 22

1 the extent it reveals attorney/client communications.

2 [REDACTED]
3 it doesn't reveal any privileged communications.

4 THE WITNESS: Okay.

5 A My understanding -- so to just make sure I do
6 understand the question, you want to know what was the
7 reason for the subpoena or -- I'm not a hundred percent
8 sure I understand. I mean, Charter communicated with me
9 based on identity disclosed or disclosure. Sorry. The
10 subpoena was Malibu Media asking a judge of the district
11 court to issue a subpoena which it was issued.

12 Q (By Mr. Beik) Okay. Did you learn the reason
13 for why they were requesting a subpoena for your
14 identity?

15 MR. MORRIS: Same caution to the witness
16 about privileged communications.

17 [REDACTED]
18 you know, I'm not asking for any communications with
19 your attorney. That's not what I'm asking. I'm just
20 asking non-attorney communication.

21 A Yeah. I know they're asking for something
22 specific. I just don't know what exactly it is that
23 you're asking me because right now all the questions
24 seem very similar to me, and I'm not sure I am
25 understanding the question.

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 23

1 Q Okay. Well, I guess the question that I'm
2 asking -- and I can try and rephrase it for you -- is
3 the reason that there was a subpoena, did you understand
4 the reason that there was a subpoena sent to Charter?

5 A Oh, why the subpoena was issued? I think
6 **Malibu Media was claiming copyright issues.**

7 Q Oh, okay. Was that -- when was the first time
8 you learned of Malibu Media?

9 A **When I received the letter from Charter.**

10 Q I'm going to show you a document that's been
11 marked as Exhibit No. 3.

12 (Exhibit 3 marked)

13 Q (By Mr. Beik) Can you see that document,
14 ████████████████████

15 A **Yes, I can see it.**

16 Q Okay. Can you identify what that document is?

17 A **It's a civil action with the same ID that we've**
18 **been talking about before and it's jury trial demanded**
19 **and it is the first amended -- it says "Defendant John**
20 **Doe's Answer and First Amended Counterclaims."**

21 Q Okay. We're under confidentiality, but you're
22 John Doe, right?

23 A **Yes.**

24 Q Okay. What was your understanding that you
25 were answering with this document?

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 24

1 MR. MORRIS: Objection. Form.

2 Again, same caution to the witness about
3 privileged communications.

4 THE WITNESS: I can barely hear you. I
5 didn't hear what you said, J.T.

6 MR. MORRIS: Oh. Objection and just
7 giving you the same caution not to answer to the extent
8 it reveals any privileged communications.

9 THE WITNESS: Understood.

10 A It was answering the questions, and it says
11 Doe's Answer and First and Amended Counterclaims. I'm
12 not sure which one is this one. There have been so many
13 documents. Let's see. So on here I guess it was the
14 first answer to the claims that Malibu Media first sent.
15 So this was the answer to the lawsuit, the first answer,
16 if I understand this correctly.

17 Q (By Mr. Beik) Okay. And this is also
18 counterclaims against the plaintiff; is that correct?

19 A Yes.

20 Q What -- what are you -- what are your claims
21 against Malibu Media?

22 A The first one is non-infringement. I did not
23 do what Malibu Media claimed.

24 Second one is unauthorized access to my
25 network. I have never provided Malibu Media with an

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 25

1 authorization to connect to my network.

2 And abuse of process of Malibu Media
3 because I did not do what they claimed. It has been
4 using the legal system in a manner in which it was
5 not -- it is not for. It is being misused currently.

6 Q So --

7 A There are other ones, but I will, you know,
8 have to go through the full document. I remember those
9 are the -- the primary ones. This is I believe I saw a
10 25-page document which is already entered for the
11 record.

12 Q So your first claim is non-infringement, and
13 that is non-infringement of what?

14 A Malibu Media claimed that I was using
15 BitTorrent to share copyrighted works that they claimed
16 to own and I have -- I don't have the works that they
17 listed so it is impossible for me to share something
18 that I don't have and BitTorrent is something that I did
19 not use during 2017 through 2019 as they have claimed.
20 I believe Malibu Media has also claimed that 2016 or on
21 something later, something that just came in this week
22 or something like that.

23 Q Okay. Let me stop you there. What is
24 BitTorrent? You mentioned BitTorrent. What is that?

25 A It's a peer to peer networking protocol, so

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 26

1 it's basically a protocol to share files between
2 computers.

3 Q Was that the end of your answer?

4 A Oh, yes. Sorry.

5 Q I thought -- I thought you were still speaking.

6 A My fault, yeah.

7 Q So what does "peer to peer" mean?

8 A Peer to peer in this case would be anybody that
9 uses the same protocol can talk to each other. You can
10 have millions of people using the same protocol and they
11 will all be able to communicate from one computer to the
12 next without the rest of the network necessarily or
13 without the rest of the people that have the same
14 protocol being part of that communication. So basically
15 two computers -- any two computers that have this
16 protocol and know about each other should be able to
17 communicate between -- between them.

18 Q What is the purpose of using BitTorrent?

19 MR. MORRIS: Objection. Form.

20 Q (By Mr. Beik) Let me rephrase.

21 A It --

22 Q What's BitTorrent used for?

23 MR. MORRIS: Objection. Form.

24 A So BitTorrent, the primary use that I'm aware
25 of, was designed for basically large files. Back in the

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 27

1 day it used to be extremely expensive to get network
2 bandwidth, so it was a way to share the cost of file
3 distribution to everybody that wanted such files. So,
4 for example, Linux distribution, you know, it can be
5 quite large. It will be hundreds of megabytes or
6 gigabytes which was really expensive. So if one company
7 had to pay for distributing the Linux distribution by
8 themselves, they will be paying for a service that they
9 are providing to a lot of people as a single payer. By
10 using protocols like BitTorrent the benefit was that
11 anybody that had that ISO downloaded could share it with
12 other computers and alleviate the bandwidth cost to the
13 distributor, to the let's say Voodoo or Red Hat. As
14 luck were, all -- all of these distributions basically
15 were using BitTorrent in order to reduce their costs of
16 distributing their software.

17 Q (By Mr. Beik) And did you mention Linux? Is
18 that what you said?

19 A Yes, Linux.

20 Q What is that?

21 A It's a Unix-like operating system.

22 Q What does it do?

23 A It runs computers, and then, of course, it's --
24 are you using a Mac or a Windows computer?

25 Q Have you ever used that?

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 28

1 A Yes. I mean, Linux, I'm using it right now.

2 I'm talking to you through a Linux laptop.

3 Q Oh, okay. Fantastic.

4 A It's the operating system. It's -- that's why
5 I say if you are using Windows, Windows would be the
6 equivalent. If you are using a Mac, OS X is the
7 equivalent to Linux. So Apple has OS X. Microsoft has
8 Windows. Linux is an operating system that is open
9 source, and it involves, I mean, hundreds or thousands
10 of people and big corporations as well. I mean, it
11 involves IBM to -- can involve -- yeah, and there's
12 other companies. They all work together to develop
13 Linux.

14 Q Okay. And did you ever download Linux through
15 a BitTorrent network?

16 A When -- back in the day when the bandwidth was
17 really expensive, yes, I have downloaded Linux using
18 BitTorrent. It predates the period that my involvement
19 in this -- in their lawsuit by years. I don't know
20 exactly how many years but a long, long time. As the
21 cost of bandwidth was reduced, there were also players
22 that distributed Linux. So I would not download it from
23 Voodoo, but I would download it from universities and
24 research organizations, that kind of stuff. As that
25 became my primary way of downloading Linux, there was no

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 29

1 **reason for me to use the BitTorrent anymore.**

2 Q When did you first discover BitTorrent?

3 A **I cannot honestly tell you that. I have no**
4 **idea. It's been a long time, more than ten years for**
5 **sure.**

6 Q Okay. And is -- is BitTorrent something that
7 you would use in the course of your work?

8 A **My current work?**

9 Q Well, whenever you first started using it.

10 A **Yes, part of my job was to install Linux**
11 **systems, and, I mean, I would use BitTorrent to download**
12 **the distributions, yes.**

13 Q Okay. And was there a charge associated with
14 downloading it?

15 A **No, there was no charge other than the**
16 **bandwidth cost.**

17 Q Okay. And was that because it was free?

18 MR. MORRIS: Objection. Form.

19 A **The software itself sourcing came with the**
20 **Linux distributions itself.**

21 Q (By Mr. Beik) Okay. So how -- did you ever
22 use BitTorrent for anything else other than Linux?

23 A **No.**

24 Q So tell me -- tell me how the BitTorrent works
25 in terms of if you -- if you wanted Linux how would

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 30

1 you -- how would you obtain it through BitTorrent?

2 MR. MORRIS: Objection. Form.

3 A So the BitTorrent -- so first I already was
4 running Linux, and I've been running -- I've been
5 running Linux systems at least since 1993. I don't
6 remember at what point BitTorrent came to the scene,
7 it's been a long time, but I used to -- to already
8 run -- run Linux and BitTorrent was something that would
9 be installed through the distribution that I was
10 running. The publisher of the Linux distributions will
11 have what they call a torrent file. You would start a
12 BitTorrent client, which I cannot even remember what it
13 was but it was whichever was the people, and you would
14 open the torrent file -- the torrent file with that
15 client and then the download would start.

16 Q (By Mr. Beik) How long would it take for it to
17 download?

18 A Some things would take a lot of hours. I mean,
19 you're talking about back in the days of dial up and
20 DSL. Broadband was not as common as it is today. So
21 hours, hours.

22 Q And why -- why does it take that long --

23 MR. MORRIS: Objection. Form.

24 Q (By Mr. Beik) -- to the extent you know.

25 A What was that?

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 31

1 Q To the extent you know.

2 A It would take long because bandwidth was not
3 as -- as I said, the broadband that we have today
4 certainly is much faster than what we had back then so
5 when you think about the Nineties and the 2000s, the
6 early 2000s, very few people had access to broadband so
7 you can imagine how long it takes to download a very
8 large Linux distribution which is hundreds of megabytes
9 over a dial-up line or a fractional T1 or a DSL line
10 which is about all we had back then. Unless you were a
11 large organization, you didn't have anything beyond a
12 T1.

13 Q If you were trying to do it today, to the
14 extent you know, how long would it take to download it
15 today?

16 A I would imagine about as long as it takes to
17 download directly from Canonical. Normally these
18 downloads have been in less than an hour.

19 Q I'm sorry. I had a hard time understanding.
20 Did you say less than an hour?

21 A Yes, sir. Less than an hour is -- is common
22 unless there is something happening with the connection.
23 That is how long it takes to download Linux
24 distributions right now most of the time, I mean, yeah.

25 Q What is the -- to the extent you -- it sounds

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 32

1 like you're an expert in this, so to the extent that you
2 know, what is going on when the download is taking
3 place?

4 MR. MORRIS: Objection. Form.

5 A On the BitTorrent system --

6 Q (By Mr. Beik) Yes.

7 A -- or on -- okay.

8 So on BitTorrent a computer would connect
9 to other computers and ask for parts of a file. Now, I
10 never went into the depths of BitTorrent until this
11 lawsuit, and in this time frame, I have not read the
12 source code or anything else. So my knowledge is with a
13 caveat that I am not an expert on BitTorrent. It is
14 what I have read between when I heard about BitTorrent
15 being part of the issue and today.

16 So there are these computers called
17 trackers. I don't know their full involvement in the
18 whole thing but they are critical in order to have
19 computers know about each other and that would be part
20 of what is I would say more or less centralized in this
21 time point that they are directories that let you know
22 what other computers are on and willing to connect to
23 you. Then you connect directly to these other computers
24 and ask them if the files that you want are available
25 there and if they are -- or part of the files are

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 33

1 available there, and if those parts are available, then
2 you can request those parts.

3 The protocol seems to be based on
4 16-kilobyte packets which is the -- I guess the minimum
5 size that a computer will share with another. For large
6 files, there can be obviously millions of -- yeah,
7 millions of these small fragments, but one computer can
8 share the whole thing with another computer if it has
9 the -- all of the packets that the other one is
10 requesting. I don't know at what point they decide
11 which computers to connect to. For that I will have to
12 read the algorithm.

13 Does that answer your -- your question, or
14 do you need anything else?

15 Q Well, in terms of the identity of one computer
16 asking the other, if I'm understanding your answer
17 correctly, would the -- would the computer know who the
18 other computer is?

19 MR. MORRIS: Objection. Form.

20 A The -- to the best of my knowledge -- and --
21 and this is part of what I would like to go deeper but I
22 have not had time -- they connect solely on the external
23 IP address. Now, I do not know if BitTorrent leaks any
24 kind of information about the system itself. That is
25 where I -- that I am not a hundred percent sure. I have

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 34

1 asked, in fact, several times to get that kind of
2 information to see if -- if Malibu Media or its
3 subcontractors had any additional information other than
4 the external IP, and I have not received any additional
5 information. So I have assumed -- and this is a big
6 assumption -- that BitTorrent does not leak additional
7 information other than the external IP address that is
8 internet specific.

9 Q So is it your understanding that that's --
10 that's the universal effect where it's only the IP
11 address that's being visible?

12 MR. MORRIS: Objection. Form.

13 A To the best of my knowledge, yes. I imagine
14 that the IP address is -- is how it is.

15 Q (By Mr. Beik) Okay. So if -- if the IP
16 address is the only thing that's visible, then a person
17 using it wouldn't be able to see who the other person is
18 that they're connecting with, correct?

19 MR. MORRIS: Objection. Form.

20 A They would not know the other person unless
21 they share some other details, correct.

22 Q (By Mr. Beik) Okay. And that's -- is that
23 your general understanding?

24 A That's my understanding, yes.

25 Q Turning to the Exhibit 3, I believe, in

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 35

1 Paragraph 104. It's on Page 16.

2 **A Yes, I see Paragraph 104.**

3 Q Right starting at the second sentence where it
4 says, "IPP actively seeks," can you read that sentence?

5 **A "IPP actively seeks to avoid others learning of
6 its identity on the BitTorrent network."**

7 Q What is the factual basis for that statement?

8 **A The same way that you were able to obtain my
9 identity through Charter Communications, IP addresses,
10 especially commercial and business based IP addresses,
11 tend to disclose who that IP address range has been
12 allocated to. That's -- that's one thing. So if IPP is
13 using a typical data center, the data center would --
14 the communications company that would give IPP its IP
15 address range would through reverse address DNS look-up
16 inform who the IP address is assigned to and normally
17 unless a company wants to hide this information, they
18 will make it to where you look it up through whois or
19 reverse DNS and then whois and then it will disclose
20 which company it is.**

21 Q Do you have any personal knowledge of that,
22 those statements?

23 **A That that is how things are normally done?
24 What -- what do you mean? Personal knowledge of what
25 precisely?**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 36

1 Q If I understood what you were -- what you were
2 stating it was that they -- that -- that IPP was doing
3 something to hide their identity; is that correct?

4 A Well, I have asked, once again, several times,
5 if I may add, that Malibu Media and IPP disclose the IP
6 addresses that IPP use in order to connect to my
7 network. So far all I found was refusal. So I have to
8 assume that IPP is purposely hiding it since I have not
9 seen any particular laws or any particular protections
10 for any information being provided by Malibu Media, IPP
11 or anybody else involved with the IP addresses of IPP.
12 Now, you could provide those, and then I could
13 personally verify that they are behaving in a manner
14 that is not trying to hide information.

15 Q So you don't know the answer to that question?

16 MR. MORRIS: Objection. Form.

17 A I believe I have answered the question.

18 Q (By Mr. Beik) Do you know any other person
19 that's been -- that's been sued for copyright
20 infringement by Malibu Media?

21 A Nobody that I know has identified themselves as
22 such. The question if somebody that I know has been
23 sued, I -- they have not told me that they've been sued.

24 Q So you've never talked to another defendant
25 about any allegations of infringement of Malibu Media's

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 37

1 copyright?

2 **A Correct. I have not talked to any other**
3 **defendant from Malibu Media.**

4 Q Has anyone ever communicated to you a reason
5 for why they would settle a lawsuit with Malibu Media?

6 MR. MORRIS: Objection. Form.

7 **A Nobody has directly communicated with me to**
8 **such extent. There are posts out in the internet I**
9 **searched Malibu Media that may give indications to one.**

10 Q (By Mr. Beik) If you look at Paragraph 109 of
11 your counterclaims.

12 **A I don't see 109. I see all the way to 106. If**
13 **you could scroll down.**

14 Q Oh, I apologize.

15 **A No problem.**

16 Q I forgot I'm the one sharing the screen.

17 **A Yeah.**

18 Q Okay. There's 109.

19 **A Yes, I can see 109.**

20 Q All right. Could you read the highlighted
21 section.

22 **A Yes. It says, "Often, these defendants have**
23 **settled not because they were liable, but rather because**
24 **they wished to avoid public embarrassment and**
25 **reputational harm."**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 38

1 Q Do you have any personal knowledge of a
2 defendant that has, in fact, settled because they wished
3 to avoid public embarrassment and reputational harm?

4 A There is some information that I have that is
5 not a public disclosure, so it is protected in this
6 particular case. There is a public information on the
7 internet of people that have been very clear that they
8 felt the pressure. There is the nature of the -- of the
9 type of movies that Malibu Media produces which have a
10 clear reputational harm when it affects people's jobs
11 and livelihoods. There have been people that have been
12 clearly being, how would I say it, discriminated against
13 based on this type of industry through several manners,
14 and there are defendants that have stated that that
15 was -- that that was a pressure that they were a
16 philanderer. I'm not a hundred percent sure -- yeah,
17 there are certain things that I cannot say to answer
18 this question, but I think hopefully that provides
19 enough. If you search for Malibu Media on Google and
20 other search engines, that's how I found enough
21 information that supports this paragraph.

22 Q But you don't have any personal knowledge of
23 those allegations, correct?

24 A I have not talked to defendants myself, no.

25 Q Okay. Do you have any personal knowledge of

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 39

1 the market for plaintiff's works?

2 MR. MORRIS: Objection. Form.

3 **A Could you repeat the question?**

4 Q (By Mr. Beik) Yes. Do you -- do you have any
5 personal knowledge of the market for plaintiff's works?

6 MR. MORRIS: Same objection.

7 **A What do you mean by "market," like where your**
8 **client sells the works?**

9 Q (By Mr. Beik) Right. So whether -- you know,
10 like there's a market for, you know, Nike shoes so
11 there's a certain amount of the population that would
12 like to have Nike shoes and so they go buy them. So
13 that's what I mean by market. I mean the market for the
14 particular services that my client provides.

15 **A Right. Like the amount of clients that**
16 **normally are involved in this industry, the revenue,**
17 **those kinds of things?**

18 Q Well, not particularly their revenue, but the
19 market for it, whether people actually are interested in
20 consuming the products.

21 **A Clearly there is a market for it. I mean,**
22 **there are plenty of companies that are in this industry**
23 **and they have sales and subscribers that are paying**
24 **money so there is a market if that is a question. As to**
25 **the size or the details or any commercial knowledge of**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 40

1 the industry, that's why I said normally from a
2 financial standpoint you would talk about, you know,
3 market share, what size the industry is, that kind of
4 stuff. From that standpoint, I do not have knowledge of
5 the industry. From the standpoint that there is a
6 market for this industry, there are plenty of companies
7 that are surviving making this type of product.

8 MR. BEIK: I'm sorry. Could you read that
9 back to me, Wendi. I couldn't hear the end of that
10 answer.

11 (Requested portion was read)

12 Q (By Mr. Beik) Are you aware of any other
13 companies that provide this type of product?

14 MR. MORRIS: Objection. Form.

15 A I -- as far as companies, there many companies.
16 You do -- definitely do a Google search, and there is
17 clearly an amount of results that seems to be hundreds.
18 As to the competitors, when I was looking at Malibu
19 Media, there seems that there is other competitors also
20 using the same let's say IPP for some of this industry.
21 There are companies that are right now by name I don't
22 remember. There are companies that sell DVDs. I doubt
23 anybody else sells tape anymore so there are DVDs and
24 off the top of my head if you were asking me for names,
25 I don't know.

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 41

1 Q (By Mr. Beik) Do you know if Malibu Media
2 charges consumers to access their -- their movies?

3 A I imagine that they have to charge some
4 consumers at the very least. Otherwise, they would be
5 out of business.

6 Q Right. Have you ever paid for a subscription
7 to Malibu Media?

8 A No, I have not.

9 Q Have you ever paid for a subscription for any
10 other adult entertainment site?

11 A No, I have not.

12 Q But you're aware that there are companies that
13 do charge for adult content websites?

14 MR. MORRIS: Objection. Form.

15 A Yes, I'm aware that there are companies that
16 charge subscriptions. I believe in one of the responses
17 you-all stated Malibu Media charges \$39 or something
18 like that. So from the standpoint of the market, now
19 that I think about it, \$39 per subscription seems to be
20 what at least Malibu Media is able to get. Was it 39 or
21 99? It was either 39 or 99. I don't remember right
22 now.

23 Q (By Mr. Beik) But you are aware that they
24 charge for subscriptions, correct?

25 A Yes, correct.

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 42

1 Q Do you know the value of any of plaintiff's
2 movies?

3 MR. MORRIS: Objection. Form.

4 A I believe we asked for that information, and
5 you classified it as highly confidential. So from the
6 standpoint of Malibu Media and what its works are valued
7 at, you kept that from me.

8 Q (By Mr. Beik) Did you have to file a motion in
9 this case to remain anonymous on the pleadings?

10 A Yes, I had to file one, yes.

11 Q Was -- do you recall if Malibu Media opposed
12 your motion?

13 A I don't know if they opposed it. I know that
14 the -- the motion was granted.

15 Q In other words, do you recall whether Malibu
16 Media agreed to keep your name anonymous as John Doe
17 throughout the entire litigation?

18 A Yes, at least through the discovery phase. I
19 don't know if through the whole litigation, but I
20 believe through the end of discovery. I don't know the
21 exact details right now off the top of my head, but I
22 don't think it actually is for the full duration of
23 litigation.

24 Q But it is your understanding that Malibu Media
25 didn't oppose that, correct?

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 43

1 MR. MORRIS: Objection. Form.

2 A You understand that Malibu -- and then I didn't
3 hear the rest.

4 Q (By Mr. Beik) Oh, it's your understanding that
5 Malibu Media did not oppose your remaining anonymous in
6 the case, right?

7 A Again, I do not know if they opposed it or not.
8 I know that the judge granted it. Once the judge
9 granted it, whether or not it was opposed, it doesn't
10 matter. So I did not look to see if they opposed it or
11 not. I don't know.

12 Q Did we lose you?

13 A No, sir. Did you hear my response?

14 Q It cut out there for a moment, I believe.

15 A Okay. I'll repeat it.

16 I do know that the judge, the district
17 judge granted the motion and I don't know if Malibu
18 opposed it or not, but obviously once it's granted, it
19 is granted. So I didn't necessarily ask whether or not
20 Malibu opposed it. I don't know. I don't remember.

21 Q Okay.

22 A If it was opposed -- if I was told whether or
23 not Malibu opposed it, I don't know.

24 Q I can represent to you that Malibu Media did
25 not oppose your motion to remain anonymous until the

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 44

1 judge requires it not to be. My question is have you
2 suffered any embarrassment over the pendency of this
3 litigation?

4 **A Not yet.**

5 **Q Why do you say "not yet"?**

6 **A At this point I am anonymous, so the harassment**
7 **right now that is publicly available is to John Doe.**

8 **Q Do you recall if Malibu Media has ever offered**
9 **you a settlement?**

10 **A Yes, I do recall that they did, in fact, offer**
11 **a settlement.**

12 **Q Do you remember what it was?**

13 **A I remember it was I believe 13,600 something or**
14 **near that amount.**

15 **Q Do you know if that offer was provided as a**
16 **result of a court order to do so?**

17 **A Was it provided as a result of a court order?**
18 **That's a -- let's see. I don't know if there was a**
19 **direct correlation. I do know -- I do know that it was**
20 **after the court order, but whether or not it was a**
21 **direct correlation, there's no way for me to know why**
22 **Malibu Media made the offer at that point in time.**

23 **Q Well, I can represent to you that the Court**
24 **required the plaintiff to make a written offer of**
25 **settlement to the defendant and that the defendant was**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 45

1 required to provide a written offer of settlement in
2 response. Other than that written offer, has Malibu
3 Media offered you any money to settle this case?

4 **A No.**

5 Q I apologize. I misspoke. Has Malibu Media
6 demanded any other money to settle the case?

7 **A I don't think so, no.**

8 Q Okay. So the only offer for settlement that
9 you've received was pursuant to a court order; is that
10 correct?

11 **A I think the same offer was sent multiple times**
12 **so if the first time was due to a court order, then the**
13 **rest of the times would not have been pursuant to a**
14 **court order but I believe the amount at one point was**
15 **also reduced and there were several times that the same**
16 **offer was produced by Malibu Media, at least that's who**
17 **I remember it.**

18 Q If we look down on Exhibit No. 3, I can direct
19 your attention to Paragraph 120.

20 **A Okay. I see it.**

21 Q And can you read for me that sentence.

22 **A It says, "And despite Doe stating under penalty**
23 **of perjury that he did not use BitTorrent during the**
24 **relevant timeframe and that he never accessed or viewed**
25 **Plaintiff's films, Plaintiff continues to assert its**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 46

1 **deficient infringement claim."**

2 Q Now, I'm breaking it down for you. Is it true
3 that you did not use BitTorrent during the relevant time
4 frame?

5 A **That is correct.**

6 Q What is the -- and that's the time frame
7 between 2017 and 2019, correct?

8 A **Correct.**

9 Q So you did use BitTorrent prior to 2017?

10 A **Yes, several years prior.**

11 Q It references "under penalty of perjury." Do
12 you know what that's referring to?

13 A **I did sign the -- what was it, request for an
14 interview. There was an interview, there was a Request
15 for Production and there was a Request for Admission. I
16 believe this is referring to at least one of those
17 documents, probably the one about the interviews, the
18 interview questions.**

19 Q Do you remember providing an affidavit with a
20 motion?

21 A **Yes, I -- yeah. Do you have it just to make
22 sure I understand which one that it is because now that
23 you said it I guess the affidavit is not one of the
24 three that I referred to, so it was something else, yes,
25 which was probably before the others.**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 47

1 Q Okay. Can you see the --

2 A Okay. 32-1?

3 Q -- Document 32-1.

4 A Yes.

5 Q Can you see that?

6 A I see that.

7 Q Okay. I'm going to mark this as exhibit --

8 MR. BEIK: Are we on No. 4?

9 THE REPORTER: Yes.

10 (Exhibit 4 marked)

11 Q (By Mr. Beik) Okay. Exhibit No. 4. Can you
12 tell me what this document is?

13 A It's a declaration of something and I imagine
14 it's going to be defendant or my name because it has a
15 "I" and it's blacked out so that's probably my name,
16 "that the following statements are true and correct
17 based on my personal knowledge." Yes, this is -- I
18 remember this now.

19 Q Okay. And so down there at the bottom, did you
20 sign this document?

21 A Yes, I did.

22 Q Paragraph 7, could you read that.

23 A Yes. "I never viewed any of the films listed
24 in Malibu Media's complaint. I never stored, copied,
25 accessed, or distributed any of those films."

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 48

1 Q Did you ever download the films?

2 A No, I have not.

3 Q So it's your testimony that you never
4 downloaded any of the films listed in the complaint in
5 this lawsuit; is that correct?

6 A That is correct.

7 MR. MORRIS: Hey, Paul, we've been going
8 for about 90 minutes. Is it a good time to take a
9 break?

10 MR. BEIK: Yeah, that sounds good.

11 (Recess from 2:27 p.m. to 2:41 p.m.)

12 MR. BEIK: Back on the record.

13 [REDACTED]
14 this deposition?

15 A I reread the complaint and a couple of the
16 other documents. That's what I did to prepare for it.

17 Q Did you do anything else?

18 A I don't know what you mean, but, no, I -- I
19 mean, unless something specific -- anything specific
20 that you're asking or, I mean, in general, no.

21 Q Okay. I'm just asking what you did to prepare.
22 That's all.

23 A Oh, okay.

24 Q And so you reviewed the complaint. And then
25 what other documents?

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 49

1 **A Yeah. Anything else would have been privileged**
2 **in nature or -- yeah -- no, I mean, it's -- yeah.**

3 MR. MORRIS: And if I can just jump in. I
4 don't want to step on your toes here, Paul, but I may
5 have cautioned the witness not to reveal privileged
6 communication. You can say that you met with me,

■ ■■■■■ ■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■

8 **Q (By Mr. Beik) Yeah, I'm not asking you for**
9 **what you talked with your lawyer about. I'm just asking**
10 **you did you prepare for the deposition with your**
11 **attorney?**

12 **A We -- we had a conversation, yes.**

13 **Q Okay.**

14 **A For the record, just to make sure because I**
15 **don't necessarily know everything that is privileged or**
16 **not privileged, if I am not saying something that needs**
17 **to be said because it is not privileged, I hope that**
18 **Mr. Morris can -- can state so. From my standpoint**
19 **I'm -- I don't know what counts or does not count**
20 **necessarily as privileged fully, so.**

21 MR. MORRIS: Right. And go ahead and
22 answer Mr. Beik's question. If something is privileged,
23 I will -- I will affirmatively instruct you not to
24 answer.

25 THE WITNESS: Okay. Thank you.

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 50

2 worked in -- at your jobs in IT for 19 years?

3 **A** Well, consulting for 19 years. IT -- standard
4 IT practices was part of it, but it was not the whole
5 job.

6 **Q** Okay. But over ten years I guess is a fair
7 statement maybe?

8 **A** Yes.

9 **Q** Are you aware that you are designated an expert
10 in this case?

11 **A** I think made an expert on -- related to what
12 expertise?

13 **Q** No, I'm sorry. My question is in the case,
14 this case, are you aware that you have designated an
15 expert in this case?

16 **A** Oh, that I have designated one, not that I am
17 an expert. Okay. Yes, we do have an expert designated.

18 **Q** I didn't mean to insult you. If you're an
19 expert, that's great, but I was just -- I was talking
20 about the expert in this case.

21 **A** Right. Yeah. No, it was -- I lowered the
22 volume to try to decrease the echo, and sometimes I --
23 my ear is not close enough to the speaker.

24 **Q** Okay. Did you talk to your expert in this
25 case?

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 51

1 **A** **No, I did not.**

2 **Q** Did he ever inspect any of your hard drives?

3 **A** **No, he has not.**

4 **Q** Are you claiming damages in this case?

5 **A** **Yes, I am.**

6 **Q** What are you seeking for the jury to award you
7 in damages?

8 **A** **The amount will be determined a little bit**
9 **later. I have not at this point in time -- I haven't**
10 **calculated the correct amount or the appropriate amount**
11 **yet.**

12 **Q** What do you mean "calculated the correct
13 amount"?

14 **A** **There are damages, and the damages continue to**
15 **increase as you can imagine.**

16 **Q** No, I can't. That's what I'm asking you. What
17 are your damages?

18 **A** **Oh, you cannot imagine. Interesting.**

19 I mean, I don't know if you are charging
20 **Malibu Media but legal fees are pretty severe in this**
21 **kind of situation and they continue to increase. There**
22 **is damages that are related costs. I have had to budget**
23 **a fairly large amount of money to defend myself against**
24 **this allegation. That money was earmarked for**
25 **investments that I have not been able to make. There is**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 52

1 the medical costs that are associated with everything
2 that's happening to me related to this lawsuit. So,
3 yeah, there is a significant harm being caused by you
4 and your client's actions.

5 Q And what -- you said harm to your property.
6 What harm to your property are you alleging?

7 MR. MORRIS: Objection. Form.

8 A I will have to look exactly at the sentence
9 that you are talking about.

10 Q (By Mr. Beik) Yeah. If you go down on the
11 document that's up right now, you can go to the --
12 Page 51. I keep talking like you have control of it.
13 I'm sorry.

14 A Yeah. No problem.

15 Q Okay. Paragraph 150, it says, "Defendant
16 suffered harm to his property." I'm asking you: What
17 is the damage your property?

18 A I'm not a hundred percent sure right now what
19 that refers to. There is -- I mean, right now off the
20 top of my head, the only thing I can think of is the
21 depreciation value of the address that has been
22 dedicated to keep records. Yeah, I mean, what was this
23 file. I'm not a hundred percent sure what that refers
24 to right now.

[illegible]

[illegible]

[illegible]

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 56

1 A Yes.

2 Q Okay.

3 A Yes, that was the end.

4 Q Sorry. The sound goes in and out a little bit,
5 so I wasn't sure you were done.

[illegible]

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 57

[REDACTED]

21 Q You allege harm to your professional
22 activities. What harm are you alleging?

23 A So far, I mean, as you can see today, I should
24 be working and I am here so I have had to deal with days
25 off. I had to deal with a decrease -- so as you can

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 58

1 **imagine, when the stress goes up and I'm in pain, I'm**

■ ██
■ ██
■ ██
■ ██
■ ██
■ ██

7 **rather than the work. So, yes, the performance has**
8 **decreased as well as me having to take time off to deal**
9 **with this lawsuit.**

10 **Q What harm are you alleging to your reputation?**

11 **A To my reputation, it's going to be if my**
12 **identity is disclosed as well as, you know -- yeah. If**
13 **one -- if and when my identity is revealed, there is**
14 **clearly going to be the possibility that people will no**
15 **longer trust me with their networks or data or hiring**
16 **me. So there is a very serious effect in which I may or**
17 **may not be able to find work again. So not only, you**
18 **know, current income, but also future income is affected**
19 **by this kind of situation.**

20 **Q Does your employer know that you're involved in**
21 **a lawsuit?**

22 **A Not yet, no. Not right now.**

23 **Q What did you mean by future work?**

24 **A Well, if I get fired and I -- I become known**
25 **and people look at my name and my name is associated**

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 59

1 with this lawsuit, that future job opportunities will
2 certainly decrease, if not completely vanish. You do
3 have other examples. Again, when I looked at Malibu
4 Media and I looked at this kind of lawsuit -- I don't
5 remember his full name -- it was Tim something made a
6 statement that he is having a very hard time because
7 every time people look at his name what they find is the
8 lawsuits. And let's face it, we do live in a society in
9 which sometimes an accusation is enough in the public
10 view. They don't look at actually whether or not you --
11 you were innocent or not. All of that is reputation. I
12 work in high stakes data. Data that I deal with is
13 sensitive to say the least. I cannot afford to
14 basically be tied to this kind of lawsuit and I'm being
15 accused of things that I did not do.

16 Q So at this point in time you don't have any
17 harm to your reputation, correct?

18 MR. MORRIS: Objection. Form.

19 A It's -- I would say that it is unclear. I do
20 not know whether my current situation is affecting me at
21 work or not. As I said, there is a particular decrease
22 in performance. I don't know if, for example, if
23 promotion will or will not be affected by this. I do
24 not know the performance reviews that my managers and
25 higher-ups do. It is completely unclear and that's why

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 60

1 I say the amount of the harm and some of these
2 statements need to be completely evaluated and I do not
3 have at this point the data necessary to give you an
4 amount of otherwise so it has to be quantified at a
5 later stage I think.

6 Q (By Mr. Beik) So at this point you just don't
7 know?

8 MR. MORRIS: Objection. Form.

9 A I believe I have answered the question to the
10 best of my ability. If you want to draw your own
11 conclusions, you can.

12 Q (By Mr. Beik) Well, I heard the answer, and I
13 heard the answer was you didn't know.

14 MR. MORRIS: Objection. Form.

15 A As I said, you -- you can draw your own
16 conclusions. I gave the answer to the best of my
17 ability.

18 Q (By Mr. Beik) What other injuries are you
19 alleging?

20 A Well, time is an interesting one, isn't it?
21 How many hours have I spent either researching or
22 reading or answering on this lawsuit? I will say that
23 one of the intriguing aspects of lawsuits and lawyers is
24 everybody gets paid except the defendant. You're
25 getting paid for your time, Mr. Morris is getting paid

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 61

1 for his and Ms. Del Sierra is paid by the company so her
2 time involved in all of this is also paid. Nobody is
3 paying me for it, and this is time that I have other
4 things that I would like to be doing. I don't enjoy
5 particularly this whole thing. This is not -- you know,
6 this does not make my day to schedule this. I could be
7 with my family. I could be doing personal things. That
8 certainly I would say is harmful. I don't have them
9 written down right now, and, as I said, normally what
10 you are asking for, a full inclusive injury list, at
11 this time I don't have it.

12 Q Okay. What about other damages?

13 A I'm drawing a blank right now. Yeah, it's -- I
14 need to think about it in detail to provide you an
15 answer on this.

16 Q So as you sit there today, you don't know what
17 other damages are?

18 A Today I'm drawing a blank. I know I've
19 discussed it before. Right now, I'm sorry, I'm drawing
20 a blank.

21 Q What about other losses you allege?

22 A To me they're all inclusive in the kind of
23 things that I've been talking about. That's why I said,
24 you know, there is -- there is lawsuits in -- in that
25 sense, but it all ties to the stress, to the time. It

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 62

1 all ties together. You're trying to separate it into
2 three very distinct categories, and I assume that they
3 all have very legal definitions and determinations based
4 on how they get categorized from a legal term. I am not
5 a lawyer, so I don't know what to tell you.

6 Q You mentioned attorney's fees earlier. How
7 much attorney's fees have you -- are you seeking in this
8 case?

9 A I don't have the amount in front of me. I can
10 tell you that so far I have budgeted in the six figures.
11 Depending on how much longer this is going to take, it
12 is unclear whether or not I'll have to allocate more
13 money than my current -- my current budget.

14 Q Are you alleging that IPP software doesn't
15 work?

16 MR. MORRIS: Objection. Form.

17 A I'm alleging that IPP software does not
18 identify an individual, and I'm not the one alleging
19 that. I'm just confirming it and agreeing to it. But
20 when you look at your complaint, I believe Malibu Media
21 is alleging that as well. So from the standpoint of
22 does it work, does it not work, the allegations are that
23 you are using the process that you knowingly and
24 willingly are filing lawsuits without knowing the
25 identity of even the person that you're alleging is

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 63

1 doing copyright infringement, let alone whether
2 copyright infringement is happening. I don't think that
3 that is set in law. Again, I'm not a lawyer, but my
4 understanding is that it is not set in law that IPP is
5 certain information or productions are in that for the
6 claims that you have filed.

7 Q (By Mr. Beik) So you're alleging that the
8 methodology is flawed, right?

9 A Absolutely, yes.

10 Q Okay. Why?

11 A What do you mean why?

12 Q Why is it flawed?

13 A So you filed a lawsuit even though you do not
14 know the person. You cannot identify the person. You
15 only know the external IP address. You are informed
16 repeatedly that there are open networks. That IP
17 address can be any number of computers and any number of
18 individuals, and you know that because you guys have
19 been filing these lawsuits for over a decade or least a
20 decade, it seems. So you know you do not know and you
21 cannot know based on the information that you have
22 provided the identity, yet, as soon as you discover my
23 name through the ISP, you file claiming that I -- I did
24 the infringement. That's what you have claimed. You
25 cannot make that claim. You have no information

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 64

1 **whatsoever that I did that, and, yet, here I am spending**
2 **an absurd amount of money that I have to spend to defend**
3 **myself.**

4 **Do you think that that is not flawed?**

5 **Q** Are you alleging that the methodology is flawed
6 because the software does not correctly identify the IP
7 address from which the movie was distributed?

8 **MR. MORRIS: Objection. Form.**

9 **A** **I can clearly state that at best the IPP**
10 **software will tell you to which external IP address they**
11 **connected to. Beyond that so far you have not presented**
12 **anything that would indicate otherwise.**

13 **Q** **(By Mr. Beik) So it's your position that the**
14 **software does connect to the IP address, correct?**

15 **A** **To the external IP address. Let's be very,**
16 **very, very clear on this. The IPP software makes a**
17 **connection to an external IP address which in this**
18 **lawsuit seems to have been mine. That is the only thing**
19 **that I know for sure. Behind that external IP address,**
20 **there are further IP addresses that the software does**
21 **not seem to be providing.**

22 **Q** Do you have any other IP addresses?

23 **MR. MORRIS: Objection. Form.**

24 **A** **External, internal?**

25 **Q** **(By Mr. Beik) External.**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 65

1 **A** At that residence I do not have any -- any
2 other external IP address.

3 **Q** What about at other residences?

4 **A** Well, I don't -- what I do have, if I'm at
5 work, I show up at different IP address. Any time that
6 I connect to a different network, I show another IP
7 address. I have e-mail services. They are a different
8 IP address. There are multitudes of IP addresses that
9 will be shown through -- through my life. So do I show
10 up on different external IP addresses that are internet
11 derivable, the answer is absolutely, yes.

12 **Q** Do you pay for any of those other IP addresses
13 to use them?

14 **A** I do have servers that I pay for. The -- the
15 service does include IP addresses obviously because I
16 have to be able to connect to servers. Beyond that, I
17 do not specifically pay for specific IP addresses or
18 anything like that.

19 **Q** So the IP address identified in this lawsuit is
20 the only one that you pay for?

21 **A** Directly pay for in the sense of for an ISP
22 connection, that is correct. As I stated, I do have
23 servers that I pay for, and they do come with IP
24 addresses.

25 **Q** So if I -- beyond the IP address, is it your

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 66

1 position that there are multiple users? Is that what
2 you're saying?

3 **A** There is multiple users. There is multiple
4 devices. There can be -- because I do run or I did -- I
5 did run open networks, there can be any individual
6 connected to that network. So there are people that I
7 do not know that might have connected or likely
8 connected based on this lawsuit. But neither I, nor
9 you, nor anybody -- let's make it crystal clear because
10 I believe that this is at the core of this paragraph or
11 the flaw statement, there is nobody here that I'm aware
12 of, unless you are possibly the NSA or an incredibly
13 technically advanced individual, that can make the
14 determination of who was showing up at that IP address.
15 That's my statement, and that's why the technology is
16 flawed. Now, if you think otherwise, I'll be more than
17 happy to hear why you think otherwise.

18 **Q** Are you aware that there were nine instances
19 where your IP address showed up in association with
20 distributing Malibu's copyrighted works?

21 **A** I'm aware that that is what was stated in the
22 complaint, yes.

23 **Q** And do you have any basis to essentially argue
24 or assert that that was incorrect?

25 **A** I cannot neither confirm nor deny that that is

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 67

1 correct or incorrect. The only statement that I am
2 denying is that I was responsible for it. That's my --
3 I deny that I was involved on those nine titles being
4 distributed through that external IP address. I do not
5 have any basis whatsoever to say that it is true or
6 untrue that they were available through that IP address.

7 Q Do you have an open Wi-Fi network?

8 A Yes, and I stated that several times from the
9 beginning.

10 Q You testified earlier about the amount of time
11 it would take to download the links when you were using
12 BitTorrent.

13 A Uh-huh.

14 Q Do you remember that testimony?

15 A Yes.

16 Q Are you aware of how long it takes to download
17 one of the movies that's asserted in the complaint?

18 A I am not aware of it. Another thing that I
19 have asked for is more details on -- on the subject. I
20 do not even know the size of the files that you guys
21 are -- that those nine titles are. I don't know the
22 size. I don't know anything. So, no, I do not know how
23 long it takes to -- to download those titles.

24 Q So are you aware of any other defendant that
25 asserted that the actual IP address that was identified

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 68

1 by IPP was incorrect?

2 MR. MORRIS: Objection. Form.

3 A I have not directly spoken with other
4 defendants on this subject, and I think that that has
5 been stated earlier. From a standpoint of what I have
6 read or not read, this has now been going on for almost
7 a year and a half or about a year and a half, almost
8 like a year and a half, I believe. There was a lot of
9 research that I did early on that I have since forgotten
10 details about. When I do see it again, I probably will
11 have recollections of it. So to be quite honest, at
12 this point in time my memory is not telling me about
13 other defendants with IP addresses. Yeah, I'm not sure.
14 I mean, I remember cases in which an older woman was
15 being sued, and I think that it was stated that a
16 possible way would have been if somebody connected to
17 her network. I don't remember what the claim was in the
18 Tim -- I think it would be, yeah, Tim McManus. Right
19 now I'm not a hundred percent sure of the claims. Let
20 me read that.

21 Q (By Mr. Beik) I'm sorry. Are you looking
22 at --

23 A Yeah. Well, I'm trying to read Paragraph 108.
24 I remember the name Tim McManus, and I remember that at
25 that point I did read that case or some information

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 69

1 about that case. There were others and that's why I say
2 I don't remember everything that I did read on so I can
3 only tell you right now that I possibly have read about
4 it. Right now I cannot give you the details about it.

5 Q Why didn't you have a secure Wi-Fi network?

6 A I also have secure Wi-Fi networks. In fact, I
7 have five networks of which only one was running open
8 for -- for that whole time and another one that early on
9 was running open that eventually was not open anymore.
10 One of the reasons -- so if we go back to 2014, 2015, I
11 was doing a lot of things back then, and -- and I was --
12 I was partial CPO of the company. I was doing R&D on
13 smart devices and basically I started working way too
14 many hours and what ended up happening is I -- I ended

██

██

██

██

██

20 So the -- one of the Wi-Fi networks --

21 Q I'm sorry. Did you say that this was in 2015?

22 A 2014.

23 Q '14.

24 A The end of 2014, the beginning of 2015. At
25 that point in 2015 I had to basically exit the job, exit

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 70

1 everything, and what happened is as you focus on the
2 pain everything else is -- is irrelevant. So in my home
3 office I was running one of the open Wi-Fi's. I have
4 one that was very reasonable. I turned that one off
5 when it was clear I could not work.

6 The other Wi-Fi was not in a site. It was
7 actually in my garage. So the purpose of that Wi-Fi was
8 to kind of try to increase the range at which the -- the
9 car would detect it was close to my home. And by
10 looking at the -- the Wi-Fi, it would connect to the
11 Wi-Fi and it would send a signal that the car is getting
12 close and that would trigger certain events through home
13 automation, et cetera. Because I was doing research
14 into home automation devices and IT devices, the -- the
15 battery power and the amount of power consumption is
16 related to whether or not you need to authenticate, and
17 because I was only saying -- sending payloads and it was
18 R&D, I did not want to deal with -- with authentication
19 of the -- of the IoT devices. So there were -- there
20 were some that were battery. There were cell phones.
21 There were other things that what I wanted was a very
22 quick connection, send these messages and then
23 disconnect on the Wi-Fi and go into deep sleep to
24 conserve battery power.

25 That network completely escaped me. I

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 71

1 forgot about that network for years. It was when I
2 received the -- the Charter letter that I thought I have
3 been hacked and that I thought that what I was looking
4 at was a security the incident. The letter did not go
5 into a lot of details. It just said, you know, there is
6 something going on, things have been shared, and it --
7 it listed my IP address.

8 I started turning everything off. I
9 started looking at all the switches, all the lights that
10 were on. That's when I realized I had a device that I
11 no longer knew about and it was through that discovery
12 that I found out that the -- that the Wi-Fi in the -- in
13 the garage had been left there and I did not know about
14 it. At that point I turned, as I said, everything off,
15 and then I started only connecting things as -- as you
16 would normally do with a security event. I -- I treated
17 the thing as a security event, and that's what I did to
18 come back on. That's why that Wi-Fi is no longer
19 connected. All of those devices have been -- have been
20 turned off, and I'm only now with secure networks.
21 That's the one that I'm indicating.

22 Now, there is a different situation where
23 Spectrum -- Charter they are the ones that screwed up
24 and I'm not sure how long that one was open, but I do
25 know that I -- I did notice that one which was caused by

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 72

1 a router -- a modem. The modem router that they had for
2 the cable modem, they made an update, and that triggered
3 the modem router to go unsecured. Again, I have no idea
4 of the duration, but I do know that that one what I did
5 notice I did -- I did get fixed.

6 Q So you have five internet connections in your
7 home; is that correct?

8 MR. MORRIS: Objection. Form.

9 A I have one internet connection. I have five
10 networks behind that IP address.

11 Q (By Mr. Beik) Okay. Got you. And the one in
12 the garage was a network that was connected to -- I'm
13 trying to understand if the one in the garage that you
14 didn't have secured was that one associated with the
15 Charter IP address that was -- that we had talked about
16 earlier in this case?

17 A Yes, all -- all the networks will show has that
18 IP address to the external world.

19 Q Okay. Just the internal -- there are different
20 internal networks?

21 A That is correct, yes.

22 Q Well, who else had access to that in that
23 particular IP address?

24 A So obviously the people that I know would be
25 family and friends. The people that I don't know would

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 73

1 be anybody within range of that open Wi-Fi.

2 Q What was the range?

3 A Well, it all depends, right. So the range for
4 my devices, I believe I was able to connect to it
5 several hundred yards. I have not measured it, but it
6 was -- I mean, I can give you street names. I did not
7 necessarily measure exactly how far they are. Now, I
8 can tell you that if you get different antennas you can
9 increase the range -- the range at which you can connect
10 to Wi-Fi networks. I am not an RF engineer so I don't
11 know if you have RF engineering knowledge, but there has
12 been people that have connected to pretty far distances.

13 Q Did you have one of those antennas in your
14 garage?

15 A I don't need to. Obviously if two antennas are
16 directional, you would -- you will be able to connect
17 even farther, but even if one said is -- is directional,
18 you certainly can increase the range drastically. I was
19 running a high gain antenna but it was not extremely
20 directional so it was not -- it did increase the range
21 maybe a little bit but I don't think it was significant
22 from the point of the other side needing perhaps a
23 directional, but you do have -- directional antenna,
24 I've seen if both sides are directional network links up
25 to 30 miles. That's about the farthest that I know

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 74

1 people have connected, but that would be with two
2 directional antennas. If one of them is directional and
3 the other one is not, I don't know what the maximum
4 range is.

5 Q You think somebody else downloaded the movies
6 through your Wi-Fi?

7 MR. MORRIS: Objection. Form.

8 A If we make the assumption that those titles
9 were, in fact, available through that IP address, the
10 thing that I can tell you is I did not -- I did not
11 provide them. So it would only be logical to assume
12 somebody else did.

13 Q (By Mr. Beik) Are you aware that there was
14 2,257 other files that were downloaded through that --
15 that IP address as well?

16 MR. MORRIS: Objection. Form.

17 A So that's the -- that's a fact that was
18 recently provided to me, and I was wondering what that
19 was. So just -- just so that we are all on the same
20 page, are you stating that all those files, 2258, were
21 available at that IP address?

22 Q (By Mr. Beik) They were -- they were all
23 downloaded, yes.

24 A All downloaded. So IPP downloaded 2258 files
25 from my external IP address. Are you aware that the

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 75

1 first file there is -- is from 2016? I mean, are you?

2 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
3 questions in the depositions. You must answer the
4 questions.

5 MR. MORRIS: I'm sorry. Is there a
6 question pending, counsel?

7 A So, I mean --

8 MR. BEIK: I think he was answering the
9 question --

10 A -- I'm going to ask questions in order to
11 clarify some of this, and especially that you provided a
12 file that had no descriptions. It had nothing
13 associated with it that would properly describe what it
14 is or what it isn't. It was unclear if you came up with
15 that list, if Malibu Media came up with that list, if
16 IPP came up with that list, if you even know who came up
17 with that list. So you're asking me questions in
18 reference to something that was very recently not -- I
19 have not been provided enough time to even look at
20 patterns within that file and at this point not knowing
21 what it is, not knowing who provided it, I think it is
22 misleading to say the least as to what that file really
23 is or isn't and you are definitely not providing enough
24 information.

25 So as far as I'm concerned, that file

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 76

1 is -- is what? What is it? Nobody is telling me. Is
2 it evidence, have to turn it in to the court? I mean,
3 you have stated that those files -- that the list of
4 files, 2258, were downloaded from my network. That's a
5 statement that you have made. Nothing farther. Who
6 downloaded them? You don't have to answer. And that's
7 all I know.

8 Q My client alleges you did.

9 A Your client is alleging I downloaded them, and
10 then your client downloaded them. Your client is not
11 alleging that I downloaded them, by the way. Your
12 client is alleging that they saw them at the external IP
13 address, and then they are claiming that the nine titles
14 related to that, their works, I'm the one that was
15 providing them. I don't believe that your client has
16 ever alleged, or at least you have not presented any
17 evidence to the contrary, that your client is making the
18 statement that I provided the 2258 files.

19 Q Did you provide permission to anyone else to
20 use your Wi-Fi?

21 A I have not provided other than the ones that I
22 have already stated.

23 Q I'm asking like to another person did you
24 provide permission to use your Wi-Fi?

25 A Family and friends, yes.

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 77

1 Q Do your friends live with you?

2 A No, they do not.

3 Q If you provided permission to someone else to
4 use your Wi-Fi and they engaged in BitTorrent activity,
5 did they agree to interact with the other parties
6 through BitTorrent?

7 MR. MORRIS: Objection. Form.

8 A The -- okay. Let's -- let's see if I
9 understand what you are asking just to make sure. You
10 are stating that if I provide permission to connect to
11 my Wi-Fi and that person uses BitTorrent whether that
12 person is authorizing IPP to contact to my network? Is
13 that the question?

14 Q (By Mr. Beik) If they're engaged in BitTorrent
15 use through your network which inevitably, as you
16 described earlier in your testimony, connects with other
17 computers, aren't they providing the access to the other
18 computers?

19 MR. MORRIS: Objection. Form.

20 A People that will be running BitTorrent through
21 my network regardless if I authorized it or I did not
22 authorize it, they may open network ports through which
23 IPP connects. That does not entail an authorization
24 from me or anybody else that I authorized to give that
25 authority to IPP. IPP cannot use a third party to claim

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 78

1 that they were authorized to connect because I did not
2 give any specific authority to such endeavor.

3 MR. BEIK: Can we take a quick break?

4 THE WITNESS: Sure.

5 (Recess from 3:38 p.m. to 3:50 p.m.)

■ ■ ■■ ■■ ■■■■ ■■ ■■■■■ ■ ■■ ■■■■ ■■■■
7 Malibu Media has taken cases to trial on copyright
8 claims?

9 **A Yes.**

10 Q Tell me about what you know about that.

11 **A What you just said, that they have been trial**
12 **based cases.**

13 Q Are you aware of the result of the trials?

14 **A I believe you won some, and you lost some.**

■ ■ ■■ ■■■■■ ■■ ■■■■ ■ ■■■■ ■■■■■■ ■■■■
16 you intend to make to the jury to show that your
17 position is you didn't download Malibu's films?

18 **A What was the last part?**

19 MR. BEIK: Could you read that back,
20 Ms. Wendi?

21 THE REPORTER: Sure.

22 (Requested portion was read)

23 MR. MORRIS: Objection. Form.

24 **A It's unclear when we're going to go to trial.**
25 **I imagine my statements may not match this deposition**

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 79

1 completely, and I think that we are still in a mode in
2 which other things could very clearly show Malibu's
3 intentions. What it is clear from -- from my side or if
4 the question that you're asking is am I going to change
5 my statement about me not providing those movies, I am
6 not going to change that statement. Other things that
7 may show or may not show who it was or anything else, I
8 cannot honestly answer what the future holds.

9 MR. BEIK: Could you read back for me the
10 last part of that sentence. I couldn't understand it.

11 [REDACTED]
12 it's the technology. I just couldn't hear you.

13 (Requested portion was read)

14 [REDACTED]
15 other evidence that you would present to the jury that
16 would show that you did not download Malibu's movies?

17 MR. MORRIS: Objection. Form.

18 THE WITNESS: What was that, Mr. Morris?

19 MR. MORRIS: I just said objection, form.

20 Please answer Mr. Beik's question.

21 THE WITNESS: Okay.

22 A Right now not that I can think of. I do not
23 know how to prove a negative. To prove that I did not
24 do something, it's very difficult to say the least, and
25 right now I don't have anything that would definitively

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 80

1 **show that.**

2 Q (By Mr. Beik) That's my question is do you
3 have anything now definitive that you could present?
4 That's my question.

5 A Yeah, not that can think of right now, no.

6 Q So at this time you're going to ask the jury to
7 believe your word that you did not do it; is that
8 correct?

9 A That is correct.

10 Q Did you delete anything from any of your
11 servers since this lawsuit started?

12 MR. MORRIS: Objection. Form.

13 A The -- it's a very vague question because
14 that's -- obviously that could be anything. The answer
15 to that is obviously, yes. I have continued to -- to
16 live and deal with computers, and the idea that nothing
17 is going to be deleted is to say the least a little
18 ridiculous. Yeah, I mean, I don't know what your
19 expectations are, but this has now been going on for a
20 year and a half. There are things that get deleted
21 under normal circumstances, and as I stated earlier, I
22 treated this as a security incident. So there are
23 normal procedures and normal activities that will be
24 done that result on things being deleted. I have to the
25 best of my ability complied with the -- what is it, an

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 81

1 order or a notice of -- I don't remember what the legal
2 term is right now but I did have a notice of keeping
3 certain things and I have, again, to the best of my
4 ability complied with -- with what was asked of me.

5 Q (By Mr. Beik) Did you delete anything relevant
6 to this lawsuit?

7 A Not that I'm aware of, no.

8 Q What did you preserve?

9 A I made backups of the computers and, as I said,
10 I do have backup drives that have been designated for
11 this and those will not be deleted. So that is to the
12 extent what -- what I saved.

13 Q When you said you treated it as a security
14 incident, what does that mean?

15 A When -- when you normally receive notice of a
16 security incident, you have to assume that computers
17 have been compromised. The correct response normally,
18 if -- if at all possible, is to disconnect everything
19 from the internet, which I did, turn the -- the
20 equipment off or just, you know, pull the plug, whatever
21 it takes to completely disconnect, and then you have to
22 reinstall the operating system from scratch because you
23 cannot trust any of the systems to not have a fraudulent
24 source or a virus in them. So you slowly reinstall the
25 OSs, you restore from backups, and that's when you go

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 82

1 back to the internet. In fact, it was this procedure
2 that made me find the -- the unsecure network. As I was
3 turning things on, I saw a light in one of my switches I
4 could not explain. That's when I realized where that --
5 where that cable was going and that I had forgotten
6 completely about that. So that is what I mean by a
7 security incident and how I reacted to that security
8 incident.

9 Q Did you talk to anybody else about the
10 incident?

11 A I definitely talked to lawyers, all of that
12 being, you know, as you well know, privileged to them to
13 my knowledge.

14 Q I'm not ask -- yeah, I'm not asking you what
15 you talked to your lawyer about. I mean anybody else
16 that's not a lawyer.

17 A No, I mean, I -- I told my family that we were
18 off. I mean, it took me -- took me, what, I think it
19 took me somewhere between 10 or 15 days. I mean, it
20 took me a long time to go back online because, again,

21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 that I told people is that I have -- that this is due to
25 the incident, I need to respond to it and then I took

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 83

1 everything offline and I said we are not going to have
2 internet for a while. As I was bringing things back
3 online, the first things that came back online were TVs
4 because there's not much I can do about TVs, but
5 computers were offline for a while.

6 Q Who in your family did you -- did you tell
7 about that?

8 A I told my wife.

9 Q Did you tell your children?

10 MR. MORRIS: Objection. Form.

11 A No, they -- no.

12 Q (By Mr. Beik) Do they live with you?

13 A Yes.

14 Q Are they adults?

15 A No.

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 Q I know. I'm in trouble.

25 A Yeah.

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 84

1 Q All right. Give me one second, and I think
2 we'll be done.

3 A Okay.

5 **A** **Yes.**

6 Q Okay. Does any other family members live in
7 your house?

8 A No, I mean, other than wife and children as
9 stated.

11 very much for your time. And I will pass the witness.

12 MR. MORRIS: I don't have any questions.

13 We'll read and sign.

14 MR. BEIK: I'm sorry. I didn't hear you.

15 MR. MORRIS: I said I have no questions.

16 We will read and sign.

17 MR. BEIK: Oh, got you.

18 (The deposition concluded at 4:03 p.m.)

19

20

21

22

23

24

25

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 85

1 CHANGES AND SIGNATURE

2 WITNESS NAME: JOHN DOE DATE: DECEMBER 9, 2020

3 PAGE LINE CHANGE REASON

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

CONFIDENTIAL
ATTORNEYS' EYES ONLY

Page 86

1 I, JOHN DOE, do hereby certify that I have read the
2 foregoing transcript and that the same and accompanying
3 change sheets, if any, constitute a true and complete
4 record of my testimony.
5
6

7 _____
JOHN DOE

Date

8
9 -----
10 STATE OF _____
11 COUNTY OF _____

12 SUBSCRIBED AND SWORN to before me, the undersigned
13 authority, on this, the _____ day of _____,
14 20_____, by said witness.
15

16 _____
17 (Signature) Notary Public
18

19 _____
20 (Print Name) Notary Public
21

22 My commission expires _____.
23
24
25

**CONFIDENTIAL
ATTORNEYS' EYES ONLY**

Page 87

1 STATE OF TEXAS)

2 COUNTY OF HARRIS)

3
4 I, Wendi Broberg, Texas CSR No. 7091, do hereby
5 certify:

6 That the foregoing oral deposition of JOHN DOE was
7 taken before me at the time herein set forth, at which
8 time the witness was put under oath by me;

9 That the testimony of the witness and all
10 objections made at the time of the examination were
11 recorded stenographically by me, were thereafter
12 transcribed under my direction and supervision and that
13 the foregoing is a true record of same.

14 I further certify that I am neither counsel for nor
15 related to any party to said action, nor in any way
16 interested in the outcome thereof.

17 In witness whereof, I have subscribed my name this
18 13th day of December, 2020.

19
20
21
22 WENDI BROBERG, CSR 7091
23 Expiration Date: 1/31/22
24 Discovery Resource
25 1511 West 34th Street
Houston, Texas 77018
Ph. (713) 223-3300
Fax (713) 228-3311

Discovery Resource
713-223-3300
P-Resp_Renew_MSJ090

**DECLARATION OF TOBIAS FIESER IN SUPPORT OF PLAINTIFF'S MOTION FOR
LEAVE TO TAKE DISCOVERY PRIOR TO A RULE 26(d) CONFERENCE**

I, TOBIAS FIESER, HEREBY DECLARE:

1. My name is Tobias Fieser.
2. I am over the age of 18 and am otherwise competent to make this declaration.
3. This declaration is based on my personal knowledge and, if called upon to do so, I will testify that the facts stated herein are true and accurate.
4. I am employed by IPP International UG ("IPP"), a company organized and existing under the laws of Germany, in its litigation support department.
5. Among other things, IPP is in the business of providing forensic investigation services to copyright owners.
6. IPP's system has been monitoring the BitTorrent file distribution network for the presence of Malibu Media's copyrighted works since 2011. IPP's forensic software identifies Internet Protocol ("IP") addresses that are being used by infringers to distribute Malibu Media's copyrighted works within the Bittorrent File Distribution Network.
7. IPP tasked me with effectuating, analyzing, reviewing and attesting to the results of this investigation. I have previously provided the same support for Malibu Media in thousands of lawsuits across the United States, and I gave full and complete testimony about the workings of IPP's forensic scan during the "Bittorrent Bellwether Trial" (*Malibu Media v. John Does*, 12-cv-2078, (E.D. Pa.)).
8. Infringement of Malibu Media's movies occurs within two formats. The first entails distribution of a specific single movie file correlating to a copyrighted Malibu Media movie. The second involves large scale distribution utilizing "Unauthorized Packs" (commonly referred to as 'siterips').

WTX40

1
Exhibit C

9. Upon review of IPP's forensic activity logs, I determined that IPP's forensic servers connected to an electronic device using IP Address 70.121.72.191. Consequent to this connection, the IP Address used by Defendant of 70.121.72.191 was documented distributing to IPP's servers multiple pieces of Malibu Media's copyrighted movie titled Kaisa Slippery and Wet at exactly 5/5/2019 7:59:08 AM. This time is quoted in Universal Time which correlates to the assignment logs kept by US ISPs tracking which IP Address is assigned to which customer at a given point in time.

10. A digital file can be identified by what is called a "Cryptographic Hash Value." This concept was developed by the United States National Security Agency. IPP's software determined that the file being distributed by Defendant using the IP Address of 70.121.72.191 at 5/5/2019 7:59:08 AM has a unique identifier of the Cryptographic Hash of 1B2CFE6B8C36391FC2B1F53792A5D35DD87AF510.

11. A full copy of the digital file identified by the Hash of 1B2CFE6B8C36391FC2B1F53792A5D35DD87AF510 was downloaded by IPP's software, and I confirmed this file is a digital movie file. I further viewed this file and determined it was substantially similar to Malibu Media's copyrighted movie titled Kaisa Slippery and Wet.

12. IPP's software is unable to distribute content; it is programmed to only allow it to download files from the Bittorrent Network. At no point did IPP distribute any part of Plaintiff's copyrighted movies at any time.

13. It is theoretically possible to "spoof" an IP Address on the Internet. However, it is not possible to spoof an IP Address within the context of a TCP/IP connection. I verified that a TCP/IP connection was made between IPP's investigative servers and the electronic device using IP Address 70.121.72.191 and that multiple bits were conveyed over this connection.

Consequently, it is impossible that another party was "spoofing" the IP Address used by Defendant.

14. IPP additionally confirmed through its ancillary worldwide BitTorrent surveillance program that IP address 70.121.72.191 is associated with significant long term BitTorrent use.

FURTHER DECLARANT SAYETH NAUGHT.

DECLARATION

PURSUANT TO 28 U.S.C. § 1746, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 461 day of July, 2019.

TOBIAS FIESER

By: 

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS**

| | | |
|---------------------------|---|--------------------------------------|
| MALIBU MEDIA, LLC, |) | |
| |) | |
| Plaintiff, |) | Civil Action Case No. 5:19-cv-00834- |
| DAE |) | |
| |) | |
| v. |) | |
| |) | |
| JOHN DOE infringer using |) | |
| IP address 70.121.72.191, |) | |
| |) | |
| Defendant. |) | |
| |) | |

**DECLARATION OF COLETTE PELISSIER IN SUPPORT OF PLAINTIFF'S MOTION
FOR LEAVE TO TAKE DISCOVERY PRIOR TO A RULE 26(f) CONFERENCE**

[Remainder of page intentionally left blank]

**DECLARATION OF COLETTE PELISSIER IN SUPPORT OF
PLAINTIFF'S MOTION FOR LEAVE TO SERVE A THIRD PARTY
SUBPOENA PRIOR TO A RULE 26(f) CONFERENCE**

I, COLETTE PELISSIER, DO HEREBY DECLARE:

1. I am over the age of eighteen (18) and otherwise competent to make this declaration.

2. The facts stated in this declaration are based upon my personal knowledge and, if called upon to do so, I will testify that the facts stated herein are true and accurate.

3. I own Malibu Media d/b/a as X-Art.com. No other person or entity has or can claim an ownership interest in the X-Art.com movie copyrights.

4. I developed the X-Art.com business plan in 2010 while still working full time as a realtor in the Los Angeles market. X-Art.com was created to address the lack of artistically produced adult oriented content suitable for upscale women and couples.

5. I invested significant time, along with all of my available financial resources, into the production of content for the new X-Art.com website. I knew that the adult content industry was in financial crisis, and the odds of success for a new adult website were low.



6. After a difficult start, and with much effort, I was able to perfect the X-Art genre thus propelling the X-Art.com website into one of the top websites of its kind worldwide.

7. X-Art.com customers can pay a monthly recurring subscription fee of \$29.95, or an annual subscription fee of \$99.95 to access our entire library of HD Video content.

8. Internet subscription sales are and have always been by far X-Art.com's primary source of revenue, however, recent additional revenue streams have been created through the licensing of X-Art content to Fortune 500 companies operating within the hospitality industry.

9. As X-Art's subscriber base has grown, our production expenditures have also grown. We spend over two million dollars a year producing content, and millions more each year to run our business.

10. For the first several years of operation, X-Art did not have significant issues with piracy. However, once our content became well known and highly desirable, X-Art movies started ranking as the most downloaded adult content on several of the most popular torrent websites.

11. Currently we have tens of thousands of paying subscribers, but we are finding it hard to grow and maintain our subscriber base as so many of our movies are distributed for free, without authorization, by users of the Bittorrent

Network. X-Art must protect its copyrights in order to survive and for any hope for future revenue growth.

12.The only redress against Bittorrent based piracy is to initiate lawsuits against the Bittorrent users responsible for these unauthorized distributions.

13.These lawsuits must be filed as "John Doe" lawsuits because the identity of the infringer is initially unknown to us. From my experience filing similar cases against other defendants throughout the country, once provided with the IP Address, plus the date and time of the detected and documented infringing activity, ISPs can use their subscriber logs to identify the name, address, email address and phone number of the applicable subscriber in control of that IP address at the stipulated date and time.

14.The proper forum for these lawsuits is determined by using Maxmind Premium Geolocation services. Founded in 2002, Maxmind's website cites it as an industry-leading provider of geolocation databases¹. It is also used by state and federal law enforcement in the prosecution of computer and cybercrimes.

15.Since January 2013, Malibu Media has used this geolocation procedure to determine the proper District for filing in 5,349 cases. Out of these 5,349 total cases, 5,334 have accurately traced to the District Court in which the case was filed. This translates to a 99.99% chance of proper personal jurisdiction and venue pursuant to the Maxmind Geolocation trace.

¹ www.maxmind.com



16. Over the past several years, Malibu Media has employed two experts to track and scan the infringement of its movies - Excipio GmbH ("Excipio") and IPP International U.G. ("IPP").

17. Investigators from both companies have testified in court and have attested to the reliability of the applicable forensic technology. Malibu Media has also independently tested each system to ensure the highest level of accuracy.

18. Each recorded infringement enumerated on Exhibit A to the Complaint in this lawsuit was documented by either IPP or Excipio. In many instances, infringing transactions were documented by both entities. Each Single Movie Hash on Exhibit A was fully downloaded and compared side by side to a control copy supplied to the applicable investigator by Malibu Media.

19. Malibu Media's intention in bringing these lawsuits is not to cause financial hardship but instead to deter infringement and be compensated for the intentional theft of its videos.

20. I have consistently instructed all attorneys representing Malibu Media in these lawsuits to seek and be open to exculpatory evidence and to be cautiously prudent when pursuing these claims. We do not pursue our claims against all Doe Defendants. For example, once receiving discovery, we may learn that a Defendant is on active duty in the military and we will dismiss that case. Also, we may learn a Defendant is possibly a coffee shop with open wireless, or some other circumstance that would prevent us from pursuing our claims. When

discovery indicates that pursuing the case will present for undue hardship for the Defendant, my instructions to my lawyers are to dismiss the case.

21. We invest significant resources into pursuing all types of anti-piracy enforcement, such as Digital Millennium Copyright Act ("DMCA") takedown notices and direct efforts aimed at infringing websites. We are even working with law enforcement to stop the piracy of our movies.

22. Despite sending thousands of DMCA notices per week, the infringement continues. And, if one searches for "X-Art" on a torrent website, the site will reveal thousands of unauthorized torrents available for free.

23. I have never authorized anyone to put our works on a torrent website.

24. I firmly believe that we must exercise our rights under the Copyright Act to prevent infringement. Otherwise, we face an immediate and serious risk. It is simply impossible to compete with free.

25. We do not seek to use the Court system to profit from the infringement like some have suggested. As previously stated, revenues from subscriptions to X-Art.com are by far and away the dominant driver of Malibu Media's business. We want the infringement to stop. The purpose of these lawsuits is to motivate people to pay for subscriptions by deterring infringement and seek some reasonable compensation for the massive amount of infringement of our copyrights.



26.It is my hope that by upholding the law, the courts will protect our ability to continue with our dream and allow all creative people the ability to make a living by distributing their work in this fast-paced digital age.

27.In conclusion, we want the courts to know that we are a small business and we need the law to be enforced to ensure our survival. It is getting more difficult for us every day and we hope that in the future there will be a better way to protect our copyrights.

28.Thank you in advance for your time and consideration of this matter, please do not hesitate to ask if we can clarify any further questions.

DECLARATION

PURSUANT TO 28 U.S.C. § 1746, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

By: _____

COLETTE PELISSIER

Page 1

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

MALIBU MEDIA, LLC,)
)
Plaintiff,)
)
vs.)Case No.
)5-19-CV-00834-DAE
JOHN DOE,)
)
Defendant.)

VIDEOTAPED ZOOM VIDEOCONFERENCE DEPOSITION OF
30(B)(6) CORPORATE REPRESENTATIVE OF MALIBU MEDIA
COLETTE PELISSIER

Taken at 2 Bloomfield Hills Drive
Henderson, Nevada

On Tuesday, October 20, 2020
At 9:19 a.m.

Reported by: Deborah Ann Hines, CCR #473, RPR
HUDSON COURT REPORTING & VIDEO 1-800-310-1769

Page 2

1 Appearances:
2 For the Plaintiff:
3 PAUL S. BEIK, ESQ.
4 Beik Law Firm
5 8100 Washington Avenue
6 Suite 1000
7 Houston, TX 77007
8 (713)869-6975
9 paul@beiklaw.com
10 (Via Zoom Videoconference)

11 For the Defendant:
12 RAMZI KHAZEN, ESQ.
13 - and -
14 J.T. MORRIS
15 J.T. Morris Law
16 1105 Nueces Street
17 Suite B
18 Austin, TX 78701
19 (512)717-5275
20 ramzi@jtmorrislaw.com
21 jt@jtmorrislaw.com
22 (Via Zoom Videoconference)

23 Videographer:
24 CODY HALL
25 (Via Zoom Videoconference)

Page 3

| | | |
|----|--|------|
| 1 | WITNESS | PAGE |
| 2 | COLETTE PELISSIER | |
| 3 | Examination By Mr. Khazen | 5 |
| 4 | Examination By Mr. Beik | 275 |
| 5 | Further Examination By Mr. Khazen | 281 |
| 6 | | |
| 7 | | |
| 8 | EXHIBITS | |
| 9 | | |
| 10 | NUMBER DESCRIPTION PAGE | |
| 11 | Defendant's | |
| 12 | 1 Defendant's Rule 30(b)(6) Deposition | |
| 13 | Notice to Plaintiff Malibu Media | 25 |
| 14 | 2 Contract Between Malibu Media and IPP | 91 |
| 15 | 3 Original Complaint | 133 |
| 16 | 4 Website Analytics | 147 |
| 17 | 5 List of Settlements | 216 |
| 18 | 6 Defendant John Doe's First Requests | |
| 19 | for Production to Plaintiff | 222 |
| 20 | 7 John Doe's First Set of Interrogatories | 222 |
| 21 | 8 John Doe's Second Set of Interrogatories | 222 |
| 22 | 9 Defendant John Doe's Second Request | |
| 23 | for Production to Plaintiff | 222 |
| 24 | 10 Tweets | 253 |
| 25 | 11 Un-filed Complaint | 268 |

Page 4

1 THE VIDEOGRAPHER: Today's date is
2 October 20th, 2020. The time is 9:19 a.m. Pacific
3 time. We are beginning the deposition of Colette
4 Pelissier. Will counsel please announce for the
5 record who they represent.
6 MR. KHAZEN: Ramzi Khazen of the J.T. Morris
7 Law Firm on behalf of the defendant, John Doe.
8 MR. MORRIS: J.T. Morris also of J.T. Morris
9 Law, PLLC on behalf of defendant, John Doe.
10 MR. BEIK: Paul Beik, Beik Law Firm, PLLC on
11 behalf of plaintiff, Malibu Media.
12 THE VIDEOGRAPHER: Okay. Ms. Hines.
13 THE REPORTER: Due to COVID-19, will all
14 parties please stipulate to swearing in of the
15 witness remotely.
16 MR. BEIK: Yes.
17 MR. MORRIS: Yes.
18 THE WITNESS: Yes.
19 MR. KHAZEN: Yes.
20 THE WITNESS: What if we said no?
21 ///
22 ///
23 ///
24 ///
25 ///

Pages 1 to 4

New York
212-273-9911

Hudson Court Reporting & Video
1-800-310-1769
P-Resp_Renew_MSJ101

New Jersey
732-906-2078

Page 5

1 Thereupon--
 2 COLETTE PELISSIER
 3 was called as a witness by the Defendant, and having
 4 been first duly sworn, testified as follows:
 5 EXAMINATION
 6 BY MR. KHAZEN:
 7 Q. Can you please introduce yourself for the
 8 record?
 9 A. My name is Colette Pelissier, C-o-l-e-t-t-e.
 10 Last name P-e-l-i-s-s-i-e-r.
 11 Q. And your address?
 12 A. I'm the owner of Malibu Media. Malibu
 13 Media, LLC and other, other companies and internet
 14 companies.
 15 Q. Your address?
 16 A. My address is -- Paul, my business address?
 17 Personal address? Which business?
 18 MR. BEIK: Your business address.
 19 THE WITNESS: My business, I have two
 20 different business addresses right now. There's one
 21 in California, and there would be -- I guess use the
 22 business address at 2 -- where I am right now
 23 actually would be a good business address. 2
 24 Bloomfield Hills Drive in Henderson, Nevada and
 25 89052.

Page 6

1 BY MR. KHAZEN:
 2 Q. Okay. Have you been deposed before?
 3 A. Yes.
 4 Q. About how many times?
 5 A. About how many times? Maybe -- in my whole
 6 life? In my whole life?
 7 Q. Yeah.
 8 A. Maybe 40 times, 40 times, maybe something
 9 like that. 40, 30, I don't know.
 10 Q. Approximately 30, 40 times you've been
 11 deposed?
 12 A. Probably.
 13 Q. When was the last time you were deposed?
 14 A. Last time I was deposed, I think probably
 15 2018.
 16 Q. Okay.
 17 A. Or early '19, something like -- around
 18 there.
 19 Q. About how many times have you been deposed
 20 in the last five years, or how many times, if you
 21 know an exact number?
 22 A. Let me see. In the last five years, so,
 23 okay, I'm trying to think. Maybe six times.
 24 Q. Have you been -- have you testified at trial
 25 before?

Page 7

1 A. Yes, I have.
 2 Q. How many times?
 3 A. I'm not -- let me see. So would it count
 4 for each different trial if it's like say the
 5 Bellwether case, there were five trials but it was
 6 all within, I don't know if you're familiar with that
 7 one, but that was in -- I'm sorry, let me turn this
 8 off.
 9 That was in Philadelphia and we had to try
 10 five cases to prove, to prove that IPP and prove
 11 everything worked to Judge Bellson, who -- so and
 12 that it was five times there, so not more much than
 13 that, but maybe ten times. Maybe eleven, twelve, I
 14 don't know. Ten or twelve in my entire life.
 15 Q. And were they all in regards to copyright
 16 suits?
 17 A. No. No.
 18 Q. How many times have you testified at trial
 19 in regards to a copyright suit?
 20 A. Probably 90 percent. Oh, my, God, I'm
 21 sorry. 90 percent.
 22 Q. And the deposition that you took in late
 23 2018 or early 2019, that was in regard to a copyright
 24 suit --
 25 A. Yeah.

Page 8

1 Q. -- by Malibu Media?
 2 A. Yes.
 3 Q. I'd just like to go over a few basics. I'll
 4 be asking questions, and it sounds like you've been
 5 through this quite a bit so you may already know
 6 these, but I'll be asking questions, and the answers
 7 will be transcribed by the court reporter. This
 8 deposition is obviously being conducted remotely.
 9 Do you understand that?
 10 A. Yes.
 11 Q. And it's being -- and you understand that
 12 you're being recorded for the record?
 13 A. Yes.
 14 Q. And if you want, ever want to take any
 15 breaks, will you let me know?
 16 A. Of course.
 17 Q. And I just ask that if a question is pending
 18 that you answer the question before we take any
 19 breaks.
 20 Do you understand that?
 21 A. Yes. I'm sorry.
 22 Q. And please don't communicate with your
 23 lawyer while a question is pending.
 24 A. No problem. I have another lawyer that I
 25 really -- I have to sign a declaration in the next 30

Pages 5 to 8

Page 9

1 minutes, so that's why I'm just watching out for that,
 2 so it's not nothing to do with this deposition. So
 3 I'm -- I have an assistant helping me waiting for it
 4 to come in. So let me go put this phone somewhere
 5 else where they can get it, if that's okay with you.
 6 Hold on. Let's see, turn off. Okay. Okay. Okay.
 7 So you know, I'm not texting Paul.
 8 Q. Okay. So, right, yeah, can you please not
 9 communicate while a question, with anyone while a
 10 question is pending?
 11 A. Yes. Of course not.
 12 Q. Your lawyer may object, but unless he
 13 objects for purposes of privilege and then instructs
 14 you not to answer, you should answer.
 15 Do you understand that?
 16 A. Yes, I understand.
 17 Q. So this deposition is obviously taking place
 18 remotely, so I'd ask that if you can't hear a phrase
 19 or if you can't hear or understand anything I'm
 20 asking, please just let me know and I'll repeat the
 21 question.
 22 A. Yeah. Yes. Yes.
 23 Q. And also please just give me answers that
 24 you're sure of. Don't guess or speculate, unless I
 25 specifically ask you to. Can you do that?

Page 10

1 A. Of course.
 2 Q. Is there any reason that you wouldn't be
 3 able to answer my questions completely and accurately
 4 today?
 5 A. No. I mean -- I mean unless I don't know
 6 the answer.
 7 Q. Right. So is there any reason you wouldn't
 8 be able to answer my questions completely and
 9 accurately to the extent that you know the answer
 10 today?
 11 A. No.
 12 Q. Okay.
 13 A. I mean, there's -- no, there's no reason.
 14 Q. And in your prior depositions do you have
 15 any reason to believe that any testimony you gave was
 16 anything but complete and accurate?
 17 A. No. I mean, I don't understand that
 18 question actually. Of course anything I answered at
 19 the time when I was answering it was to my knowledge
 20 complete and accurate.
 21 Q. Anything comes up during the course of the
 22 deposition today that would affect your ability to
 23 give fully and truthful answers to my questions, can
 24 you let me know?
 25 A. Of course. I don't know how that would

Page 11

1 happen, but yes.
 2 Q. So you say -- so you're -- you're the owner
 3 of Malibu Media?
 4 A. Yes.
 5 Q. Are you an employee?
 6 A. No. It's my company.
 7 Q. So you're -- do you have any title at
 8 Malibu, other than owner?
 9 A. CEO, owner, CEO.
 10 Q. So are you -- do you issue -- do you issue
 11 yourself, for example, do you issue yourself a W-2?
 12 A. No, I do not.
 13 Q. And you say you own several other companies;
 14 is that correct?
 15 A. Not -- I don't solely own. So actually not.
 16 At this point I do not solely own other companies,
 17 not for -- not any more.
 18 Q. You own partial stakes in other companies?
 19 A. I would have to ask my accountant how they
 20 file everything this year, but I believe I solely own
 21 Malibu Media and it's being sorted that way, so just
 22 to make things easier, everything is being combined.
 23 So obviously there's multiple domain names
 24 and it will all be owned by Malibu Media instead of
 25 separate holding companies. So it's -- so I'd have

Page 12

1 to check with my accountant as to where we stand as
 2 far as that goes.
 3 Q. What are the other holding companies?
 4 A. There was a holding company called Click
 5 Here, but again these were just holding companies and
 6 they were no longer going -- they no longer exist.
 7 They should no longer exist at this time, actually.
 8 But I guess it's probably not filed because
 9 it was a year behind, so I don't know what it will
 10 look like on the public records, but just to be
 11 completely honest, as you asked me to be. And there
 12 was Zo Digital, which did some programming as well,
 13 but that will as well be all combined into Malibu
 14 Media.
 15 Q. Are there any other holding companies which
 16 you held a stake other than Click Here and Zo
 17 Digital?
 18 A. As far as -- as far as for what dates?
 19 Q. Over the last three years.
 20 A. I would need to ask my accountant.
 21 Q. Can you think of any other, any other
 22 companies that in which you held a stake over the
 23 last -- well, let's actually say five years. Can you
 24 think of any other companies in which you held a
 25 stake --

Pages 9 to 12

Page 13

1 A. Five years. I had a company that was
2 Colette Properties, but we had someone who, you know,
3 went trying to steal property from there, so that I
4 think has been -- is inactive.

5 Colette Productions where we were trying to
6 separate the production of Malibu Media, but that --
7 we -- that has been defunct now for quite some time,
8 so it's now just Malibu Media.

9 And -- and then there was one called Colette
10 Holdings, but that, again, we got involved with an
11 attorney that got greedy and so ultimately no longer.
12 So that would -- if that answers your question.

13 Q. What was the first one you mentioned? You
14 mentioned there was a first one, I couldn't quite --

15 A. Oh, Colette Properties.

16 Q. Colette Properties?

17 A. Yeah, but it had nothing to do with Malibu
18 Media.

19 Q. So the companies in which you have held a
20 stake over the last five years that you're aware of
21 are Click Here, Zo Digital, Colette Productions,
22 Colette Holdings, and Colette Properties. Are there
23 any others?

24 A. That would be -- that would be it as far
25 as -- again, I have to check with my accountant. I

Page 14

1 do not know exactly how they're filing everything,
2 but I believe everything is going to be funneled into
3 Malibu Media so there's no confusion, so that's the
4 best answer I can give you.

5 And I, again, I have to check with my
6 accountant. I didn't know I was going to be going
7 through all the LLCs because I thought Malibu Media
8 was the only thing that was relevant here.

9 Q. And what do you mean everything is going to
10 be funneled into that? What do the holding companies
11 hold? What do they hold?

12 A. So we have some other -- we have other
13 websites where we have only just started copyrighting
14 the content. Super Hot and Colette.com and other
15 websites that we actually -- your client may have
16 infringed on but we wouldn't be -- that wouldn't be
17 relevant here because we haven't been enforcing those
18 copyrights so they would give to somebody would be
19 holding other websites like that.

20 Q. Do any of these companies hold any
21 copyrights that have ever been displayed on XR?

22 A. No.

23 Q. How many employees does Malibu have?

24 A. Excuse me?

25 Q. How many employees does Malibu Media have?

Page 15

1 A. Employee? We have contractors.

2 Q. Do you have any employees? Does Malibu
3 Media have any employees?

4 A. We have contractors. So we're a global
5 company and we, you know, most people that when
6 you're hiring someone globally, you can't give them
7 a -- we have a -- I wouldn't say Malibu Media has
8 technically employees. We have technically
9 contractors in different countries.

10 Q. Okay. So just to be clear, so to your
11 knowledge Malibu Media has no employees?

12 A. Yeah, we do have contractors. We have many
13 contractors.

14 Q. Please answer my specific question. To your
15 knowledge Malibu Media has no employees?

16 A. I don't want to answer that wrong, because,
17 again, I'd have to check my accountant, but to my
18 knowledge it's -- we have many contractors or other
19 small businesses doing work for us contracted for --
20 and actually some have been contracted for 12 years,
21 so...

22 Q. As you sit here today, can you think of a
23 single employee of Malibu Media?

24 A. So is an employee you define as a W-2
25 employee, correct?

Page 16

1 Q. Yes.

2 A. Versus a 1099 contractor?

3 Q. Yes. Employees and independent contractors
4 are different, so I'm asking about employees, so --

5 A. Yeah, I would say no.

6 Q. Okay. So just that was a little unclear.
7 So just to your knowledge Malibu Media has no
8 employees?

9 A. I really don't know the answer. I need to
10 check with my accountant for that. I don't know who
11 is classified as a 1099 or a W-2, but I would have to
12 guess that if they're outside the United States it
13 would be a 1099 or a, you know, not a -- not a United
14 States employee if they're not living in the United
15 States and they're from another country.

16 So, like I said, we do most of our
17 production in -- I didn't say this, but we do most of
18 our production in Eastern Europe, and we do most of
19 our -- oh, there might be -- that's what I'm saying,
20 there might be a few employees that run social media,
21 marketing, things like that.

22 So I don't know but they make their own
23 hours, but they're employees or if they're
24 contractors. I just can't say exactly. There's too
25 many people and I don't know how they're classified,

Pages 13 to 16

Page 17

1 how my accountant has classified all of them.

2 Q. Do you know if Malibu Media issues any W-2s?

3 A. I know we issue many 1099s, so probably some
4 W-2s. I'm just not sure of the answer for that. You
5 need to speak to my accountant. How is this
6 relevant?

7 Q. That's -- I'm -- I'm allowed to ask
8 questions. This is not about whether you determine
9 whether it's relevant or not, so please just try to
10 precisely answer my questions.

11 A. Okay. I'm trying to, but, like I said, I
12 don't -- I'm trying to tell you that, you know, we
13 have our production in Eastern Europe, we have our
14 programming in Ukraine and Ecuador, we have -- if you
15 go to artwork, we have our design from all over the
16 world. We have like, you know, lawyers all over the
17 country.

18 We have my husband was -- I sometimes -- he
19 helps me hire people for design in different
20 countries, different states. And then we have
21 customer service all over the world. We have -- so I
22 just don't know. There's too many people for me to
23 answer your question and be a hundred percent certain
24 of my answer.

25 Q. Okay. But to your knowledge you can't think

Page 18

1 of any employees as we sit here today?

2 MR. BEIK: Objection, asked and answered.

3 THE WITNESS: No, I just actually I just did
4 think of some, because I was thinking of someone who
5 runs one of the Instagram accounts. We have multiple
6 Instagram accounts. And I don't know if this girl is
7 an employee or a contractor, so actually there might
8 be more, so I can't answer it. I don't want to
9 answer something not truthfully.

10 BY MR. KHAZEN:

11 Q. Who is that?

12 A. Who is that?

13 Q. Yes.

14 A. Her name is Anastasia. I don't even know
15 how to pronounce her last name.

16 Q. Can you give it a shot?

17 A. It's like Truninski or something. It's
18 Russian. She also works in -- she works in
19 marketing, for a marketing company.

20 Q. Okay. So other than Anastasia can you think
21 of any employees of Malibu Media as you sit here
22 today?

23 A. In the U.S. I'm trying to think. So
24 everyone who works on, as far as the copyrights go,
25 the DMCA and as far as our protection of copyrights,

Page 19

1 which is what I believe this is regarding, everyone
2 who works on that works, they make their own hours,
3 they work from their own areas.

4 A lot of them worked for me for 12 years and
5 I've never met them in person. So I believe they'd
6 all be 1099 and contractors, like paralegal
7 contractors and things like that, so, yeah.

8 Q. And is Malibu Media still operating?

9 A. Malibu Media still operating?

10 Q. Yes.

11 A. Yes.

12 Q. Does it have to make any changes due to
13 COVID?

14 A. We did have to slow down due to COVID, and
15 that's why we haven't been shooting in the United
16 States just because of, you know, to take extreme
17 caution. And now that we can shoot in Eastern Europe
18 without problems, we have our teams shooting there
19 again.

20 And so, yeah, we did have to slow down due
21 to COVID, but we are now -- like we have a lot of
22 loyal members and they've been waiting. And so we do
23 have a lot of videos that we're going to be putting
24 up for our members soon based on that we can shoot in
25 Eastern Europe with no problems with the models they

Page 20

1 tested for COVID.

2 Q. Did any of your contractors contract COVID
3 that you're aware of?

4 A. No.

5 Q. And how did COVID affect your business, if
6 at all?

7 A. I don't know the answer to that if COVID --
8 I mean, it affected -- like, I mean, I think
9 everyone's business was affected somewhat if they had
10 income to spend, but like we don't operate -- our
11 business is more affected by people who are stealing
12 our movies than COVID could ever affect our business.
13 So it's just, you know, it didn't stop millions of
14 people from being home and stealing movies, so it was
15 not, not very different I guess, so...

16 Q. So did any of your employees or independent
17 contractor, so none of your employees, if there are
18 any, or independent contractors that you're aware of
19 contracted COVID?

20 A. No. I had an independent contractor who did
21 get COVID, and he's better now. He's in Arizona
22 working part time helping manage things.

23 Q. Is that the only one you can think of?

24 A. I have one model and her husband that had
25 worked for us a few times, they had COVID, but not

Pages 17 to 20

Page 21

1 while they're working for us, and that's all I can
2 think of.

3 Q. Did you or your husband contract COVID?

4 A. I did get COVID, yeah, in early March
5 actually.

6 Q. And how long did that -- did that put you
7 out of work or --

8 A. I was actually sick for a couple months, and
9 so it's been -- I was definitely quite sick and still
10 get like slight fevers and everything, so I guess I'm
11 one of those long haulers or whatever. But I have
12 the -- I have negative tests and everything now, so I
13 have antibodies, but it's been definitely a little
14 under the weather. So and my husband, he had no -- I
15 guess like asymptomatic, so...

16 Q. Okay. So you were -- so you were -- you
17 were slowed down in say March and April. Is that
18 about right?

19 A. Not -- I'd say -- I'd say it wasn't slowed
20 down because I kept doing my work, even with COVID,
21 so yeah.

22 Q. Okay. So you weren't -- so you were able --
23 you were to keep working during March and April?

24 A. Yes.

25 Q. What assets does Malibu own?

Page 22

1 A. What assets?

2 Q. Yeah. What are Malibu's assets?

3 A. Our copyrighted -- our copyrighted content.
4 And I would say that would be trademarks and
5 intellectual property and that would be -- and I mean
6 movie video equipment and things of that sort. Not
7 properties and things like that, if that's what
8 you're looking for.

9 Q. So when you -- so when Malibu shoots a
10 movie, does it rent out -- it rents out space or how
11 does that -- how exactly --

12 A. It depends on where we're shooting.

13 Q. Does Malibu -- does Malibu own any real
14 estate?

15 A. I don't think so. I think at one point we
16 did but then -- then Malibu I think I bought out
17 Malibu personally, or something like that. I'm not
18 sure, but at this point, no.

19 Q. And does Malibu hold any long-term leases?

20 A. No.

21 Q. And when movies are shot, does Malibu
22 provide the equipment or does it rent the equipment?
23 Does it own equipment?

24 A. Again, it depends -- it depends on the movie
25 and depends where we are in the world.

Page 23

1 Q. So what's typical?

2 A. What's typical? Typical would be we rent
3 because the equipment and the lenses, the cameras,
4 everything is changing so often that you usually rent
5 because it's so expensive. You have to change the
6 camera ever time there's a new -- better camera
7 coming or any better lens. So typically we would
8 rent, especially for overseas.

9 Q. So is it typical that Malibu will use the
10 equipment of independent contractors or will it use
11 its own equipment?

12 A. It's typical that Malibu would use the
13 equipment of -- it wouldn't be independent
14 contractor. No, if you go to rent -- you know like
15 if you go to -- if you rent something for a Hollywood
16 movie, you go to rent the lenses, the big -- they
17 have places like that in other countries, so it's not
18 an independent contractor.

19 You would go to like the equipment rental
20 house and pick what you want to use for that specific
21 movie and you rent it. So like, what's it called
22 with a P. I'm so tired. Anyway, it's like -- are
23 you in L.A.? No, you're in Texas.

24 Q. Yeah.

25 A. Yeah, okay. So, yeah, you don't know it.

Page 24

1 But anyway, just like when they're shooting movies in
2 L.A., they're always renting the equipment. So it's
3 getting the best, the best lens, the best camera.
4 And you can get that for way better price renting
5 than you would having to buy each new thing that came
6 out.

7 So we do have equipment that we have ready
8 to use if we need to, but if we're doing a special
9 movie or something like that, we would usually rent
10 the equipment.

11 Q. Did you prepare for this deposition?

12 A. For about ten minutes with my attorneys.

13 Q. And with who? Who specifically? Can you
14 name who you prepared it?

15 MR. BEIK: If I could, Ramzi, just so we
16 know, I know he's not doing this, but just -- he's
17 not asking you what you talked with us about, he's
18 just asking you who you talked to. So to the extent
19 any communication's with your lawyer, he's not asking
20 you for that. He's asking you just who you talked to.

21 THE WITNESS: So everybody on the call,
22 who's on the call here, and then Jay, my IP attorney.
23 My other IP attorney.

24 BY MR. KHAZEN:

25 Q. What Jay's last name?

Pages 21 to 24

Page 25

1 A. Kotzker.
 2 Q. And did you prepare with them both at the
 3 same -- in the same meeting?
 4 A. Yeah, on the call.
 5 Q. Okay. And it only lasted for ten minutes?
 6 A. Yeah, roughly. Right, Paul? Something like
 7 that.
 8 Q. Well, you should answer to the best of your
 9 knowledge.
 10 A. Ten, fifteen minutes, something like that.
 11 Q. Are you aware that you have been designated
 12 as the corporate representative for Malibu Media for
 13 purposes of this deposition?
 14 A. I am now.
 15 Q. Were you not aware of that before?
 16 A. I don't know the difference between being
 17 the owner and the corporate representative.
 18 Q. I'd like to mark as Exhibit 1 a document
 19 titled Defendant's Rule 30(b)(6) Deposition Notice to
 20 Plaintiff Malibu Media.
 21 A. Uh-huh.
 22 (Thereupon Defendant's Exhibit 1
 23 was marked for identification.)
 24 MR. BEIK: Colette, do you have the exhibit?
 25 THE WITNESS: No, I don't have it, but I'm

Page 26

1 taking -- hopefully you're referring to it. If
 2 you're looking at it, I'm okay with that.
 3 MR. BEIK: You need to -- can we take a
 4 break so she can open that up?
 5 MR. KHAZEN: Yeah. Sure.
 6 MR. BEIK: Go off for one second. If we
 7 just go off the record for one minute and she can
 8 open up the exhibit.
 9 THE VIDEOGRAPHER: Off the record at 9:47.
 10 (Discussion off the record.)
 11 THE VIDEOGRAPHER: We are back on the record
 12 at 10:08.
 13 BY MR. KHAZEN:
 14 Q. Okay. Welcome back. You see the supplement
 15 in front of you titled, that's Exhibit 1 titled
 16 Defendant's Rule 30(b)(6) Deposition Notice of
 17 Plaintiff Malibu Media?
 18 A. Yes.
 19 Q. Do you recognize this document?
 20 A. I'm looking at it now. I don't recognize it
 21 from previous, but I do -- I do recognize what this
 22 document is.
 23 Q. What is it?
 24 A. It's a deposition notice to Malibu Media,
 25 and it looks like it's a -- it's -- that you're going

Page 27

1 to depose me and we're agreeing to that.
 2 Q. Do you understand that you are the corporate
 3 representative for Malibu Media with respect to
 4 the --
 5 A. Yes. Yes, I understand that. Yes.
 6 Q. Just let me finish the question real quick,
 7 sorry, but so the record is clear. You understand
 8 that you're the corporate witness for Malibu Media
 9 with respect to the topics that are listed in
 10 Exhibit 1?
 11 A. Yes, I do.
 12 Q. When is the first time you saw Exhibit 1?
 13 A. First time I saw Exhibit 1? Let's see, it's
 14 been months and -- it's been a while ago, I think. I
 15 don't recall exactly, but it was a while ago, I
 16 think.
 17 Q. Did you do anything to prepare to be Malibu
 18 Media's corporate representative with respect to the
 19 topics listed in Exhibit 1?
 20 A. There's really not much to do to prepare
 21 because it's either I know the answer or I don't know
 22 the answer, and I run Malibu Media, so...
 23 MR. BEIK: Colette, he's not asking you for
 24 attorney-client communications, he's basically asking
 25 you if you prepared for the deposition by going

Page 28

1 through those topics, and that's what he's asking.
 2 He's not asking what attorneys talked about, what you
 3 talked about. He's asking you if got prepared for
 4 the deposition on those topics.
 5 THE WITNESS: Okay. Yes, I believe so.
 6 BY MR. KHAZEN:
 7 Q. Yes, what? I'm sorry.
 8 A. Yes, I believe I have been prepared for the
 9 topics of this deposition.
 10 Q. What did you do to prepare?
 11 A. I spoke to my attorneys, my IP attorneys and
 12 my copyright protection attorneys.
 13 Q. Did you do anything, other than speaking to
 14 your attorneys, to prepare as a corporate
 15 representative for this deposition?
 16 A. We -- we discussed questions and answers and
 17 updated on the technology and what was being used and
 18 who was the infringers and the egregious ones that we
 19 actually decided to go after.
 20 And, you know, I just made sure that
 21 everything was just a little -- you know, touched
 22 base with everything, that everything was going as it
 23 should, that we only, you know, only pursue people
 24 that are egregious offenders and have offended, you
 25 know, over multiple years, multiple movies.

Pages 25 to 28

Page 29

1 And -- and then, you know, and then other
 2 evidence that they're habitual offenders. I
 3 distribute all that to make sure they're -- it was
 4 the kind of person that we don't want infringing on
 5 our, on our hard work.
 6 Q. Did you do anything else to prepare?
 7 A. There's -- not really. I mean, I guess
 8 it's -- maybe I'm -- I don't know what else there
 9 would be to do to prepare. It would be we already
 10 spent all the money on the software to identify the
 11 IP addresses and the attorneys to research the law
 12 and to, to, you know, to research everything that
 13 they're downloading and the law.
 14 I don't know what else there would be for me
 15 as the owner of the company to do to prepare except
 16 answer your questions.
 17 Q. Other than meeting with your attorneys, did
 18 you do anything else to prepare for this deposition?
 19 A. No.
 20 Q. And how long did you meet with your
 21 attorneys for?
 22 A. Maybe 15, 20 minutes, 10 to 20 minutes. I
 23 don't recall exactly.
 24 Q. Okay. So other than meeting with your
 25 attorneys for 15 to 20 minutes, did you do anything

Page 30

1 else to prepare for this deposition?
 2 A. I think I said "no" maybe three or four
 3 times.
 4 Q. Did you look at any documents in order to
 5 prepare for this deposition?
 6 A. No.
 7 Q. Did you search for any documents in order to
 8 prepare for this deposition?
 9 A. No.
 10 Q. And are you prepared to testify as Malibu
 11 Media's corporate witness for the topics listed in
 12 Exhibit 1?
 13 A. These topics. Hang on. It would be -- make
 14 sure. There's two pages. Oh, another one, another
 15 page here. Actually -- actually, hold on. Oh, I
 16 would say yes, I would be prepared.
 17 Paul, do you agree, or you don't get to...
 18 MR. BEIK: You're the witness, Colette. You
 19 have to answer the question.
 20 THE WITNESS: Oh, Okay. This is actually
 21 now stuck. So if I go to document one it says --
 22 okay. So I don't know if I can answer this
 23 completely because the documents are cut off. It
 24 says, Defendant will examine Malibu's representative
 25 on the matters in the numbered paragraphs set forth

Page 31

1 below in Schedule A. In accordance with Federal Rule
 2 of Civil Procedure 30(b)(6), Malibu is to designate
 3 one or more persons to testimony on its behalf with
 4 respect -- Malibu. I think that's Malibu -- with
 5 respect to the matters described in Schedule A and
 6 set forth, for each individual designated, the
 7 matters on which the individual will testify, no
 8 later than five business days before the deposition.
 9 It doesn't actually list the matters here in
 10 the, in your, your rule for a deposition. Oh, here's
 11 another page. Here we go. Now there's a new page up
 12 and I can't see. It's too small. So I don't know.
 13 I can make it bigger.
 14 Okay. Here it is. These are just the
 15 terms. These are the boilerplate terms. Topics for
 16 examination, here we go. Okay, definitions. Okay.
 17 Your claim of ownership, covers registration of the
 18 copyrights in this case. The factual and legal
 19 basis --
 20 MR. BEIK: Colette, take a moment and just
 21 read through it so you can --
 22 THE WITNESS: Oh, sure. Sorry. Yeah.
 23 Yes, I'm prepared to answer. Yes.
 24 BY MR. KHAZEN:
 25 Q. Okay. Sorry, I didn't catch that. So at

Page 32

1 the end you said "yes"?
 2 A. Yes, I'm prepared to answer.
 3 Q. Okay. How do you determine who to file suit
 4 against?
 5 A. We file suit against whoever -- who the most
 6 egregious infringers are. So say if you were to
 7 steal maybe more than five movies over a period of
 8 more than two or three years, you would be, it would
 9 be a habitual offender, versus someone who may have
 10 just put on and took one, or someone who is a student
 11 and there were multiple IP addresses. Someone who's
 12 in a house so there'd be no way it could be someone
 13 else. And just, you know, there's a lot -- a lot of
 14 factors, but mostly it's the habitual offenders and
 15 the most egregious infringers.
 16 Q. What you do mean in a house so there's no
 17 way it would be no one else?
 18 A. Well, if you're in an apartment or let's say
 19 you have an IP address and you lived in an apartment
 20 and there were a lot of other IP addresses, and say
 21 they were -- or you had a lot of roommates or
 22 something like that and people were sharing an IP
 23 address, or, you know, and so things like that. If
 24 it's a -- and especially if it's an IT professional,
 25 those guys are usually using torrent and don't expect

Pages 29 to 32

Page 33

1 to pay for anything.
2 So and if they've just done it one time or
3 two times, but if it's someone who's done it over a
4 number of years, then you know there's someone who
5 habitually downloads things and thinks they shouldn't
6 have to pay for them, even though other people have
7 to pay to create them.

8 So and the IT professionals usually know how
9 to use BitTorrent, because to use BitTorrent you need
10 to install a torrent client. So you need to look for
11 someone who has some kind of like, you know, some
12 kind of -- an IT professional is usually someone
13 between the ages of 40 and 70, single, male, usually
14 Caucasian for some reason, and I don't know why but
15 it is, and it's usually an IP IT professional. And
16 those are usually the ones that fight back to the
17 very end.

18 And then like the Bellson case, we had one
19 that cost us a quarter million dollars fighting back
20 against, and we took their hard drives. They lied
21 about reinstalling it on the hard drives. And it was
22 just a huge, horrible pain when they could have just
23 said, oh, you know, they did it. And then it turns
24 out, you know, after all this they finally said,
25 okay, we did it, now we're sorry. So it was just --

Page 35

1 have 2,000 copyrights on XR, so -- so you -- he would
2 have to have really been over multiple years multiple
3 different movies, and then again he has so many other
4 movies from other sites that this is his way of, you
5 know, downloading whatever he wants to watch or
6 whatever he wants to use for anything.

7 And so that is -- that would be -- your
8 question again was is how do we decide, and so that's
9 basically it. Just, I mean, I'll guess that he has
10 downloaded multiple movies, over two, and over
11 multiple years, and he had -- and I know for a fact
12 that he has over 30,000 infringements on other, on
13 other people's works that should have been paid for.

14 So and he's probably in some kind of IT
15 profession that makes him smart enough to know that
16 he can download a BitTorrent client and do this all
17 for free, and the more he downloads, the faster it
18 will be. And that even though it's illegal, it's
19 completely illegal, that they haven't stopped it yet.
20 I think they will at some point hopefully, but
21 haven't yet.

22 So and there's no way -- the bit torrents
23 are so sneaky, so you do have to be able to
24 technically use them because they've actually changed
25 their tails from dot com to dot T-O-R dot whatever.

Page 34

1 and it's always the IT professionals.

2 So I don't know if -- actually I don't know
3 much about your defendant, this defendant, if he's an
4 IT professional or if it's even a he, actually. I
5 didn't even discuss that, but I'm guessing because
6 usually the people that we choose are they're single
7 males that have gone over multiple years and multiple
8 movies.

9 And I do recall though that there were over
10 30,000 hits and additional evidence on this
11 defendant. And so that shows that he's an habitual
12 infringer on things he should be paying for online,
13 not stealing them by bit torrents. So that would be
14 one way, one reason that we would make that decision
15 to go after your defendant.

16 Q. Now you said there were 30,000 hits. Where
17 did you get this information from?

18 A. No, no, you have -- there's 30 some thousand
19 additional hits. So we've been -- we're about --
20 we're about to start putting up a lot more movies,
21 and so we've been putting up less with COVID and
22 everything like that, but now we're about to start
23 putting up a lot more, but we still have over I think
24 two or 3,000 movies that are on the sites combined.

25 So but again we only sue I think on -- we

Page 36

1 I mean, every 27 minutes they actually change their
2 tail, and they change their address of where they are
3 so you have to follow that with the client.

4 And so -- and so the people who are using
5 them usually all install a VPN, but some people still
6 don't. You know, no two -- I mean, I don't know that
7 anyone, but a lot of people install a VPN even, which
8 is -- which is -- which is amazing when they're IT
9 professionals. And, you know, in over 9,000 cases
10 that we filed, we haven't had any, you know, any be
11 wrong or incorrect. So I don't know. I mean, am I
12 guessing right? Is any of the thing with your
13 defendant, because I've done this for so long.

14 MR. BEIK: Colette -- Colette, he doesn't
15 answer questions. You just answer --

16 THE WITNESS: Oh.

17 MR. BEIK: -- what he asks.

18 THE WITNESS: Okay. Got it. Okay. So what
19 was the question then? Back to whatever question
20 you're asking.

21 BY MR. KHAZEN:

22 Q. I'm really going to need you to answer my
23 questions, my specific questions.

24 A. Oh, Okay.

25 Q. And also please -- please have your phone on

Pages 33 to 36

Page 37

1 mute.
 2 A. Oh. Sorry about that. I was trying to turn
 3 it off. I had this other thing that was very
 4 important.
 5 Q. Please listen to my --
 6 A. Okay. Go ahead.
 7 Q. -- specific question and wait for my
 8 specific questions, okay?
 9 A. Okay. Got it.
 10 Q. Thank you. So you said that there were over
 11 30,000 additional hits for other people's works.
 12 Where did you receive that information?
 13 A. My -- my -- one of my IP attorneys said that
 14 about this defendant when he looked at our -- at the
 15 data from our, one of our consultants, the IP
 16 address.
 17 Q. And did Malibu produce this data?
 18 A. We paid for the data, yes.
 19 Q. Did they produce -- did Malibu produce this
 20 data to the defendant in this case?
 21 A. I don't recall.
 22 Q. What other data do you have, do you claim to
 23 have regarding my client in this case?
 24 A. Well, I mean, I don't know exactly. I don't
 25 know the exact technical details of it, but I do know

Page 38

1 that I believe that there was something of around
 2 over 30,000 additional infringements by your client.
 3 Q. Is there anything else that you can recall
 4 in terms of the data having to do specifically with
 5 my client in this case?
 6 A. Yeah, that it was over I think 2014 to 2019.
 7 So it's not like he just up and, you know, it was
 8 from the same IP address to probably the same
 9 computer over five years, so it wasn't just by
 10 chance. So he's a habitual, you know, user of
 11 BitTorrent and downloading without paying, which is a
 12 big problem, so...
 13 Q. Anything else?
 14 A. I can't recall offhand.
 15 Q. So can you explain then how an infringement
 16 is detected, an alleged infringement?
 17 A. Infringement detected, okay. The way it's
 18 detected is that we basically, we pull a list of all
 19 the IP addresses that have been using the BitTorrent
 20 clients to download our movies and other people's
 21 movies. And what we do is the -- I silenced that --
 22 we then subpoena the internet service provider, and
 23 then we're supplied -- and then the internet service
 24 provider will actually send a letter to your client
 25 and tell them to stop breaking the law. And then

Page 39

1 they'll do that three times, and on the third time
 2 then we will contact your client.
 3 Q. And how specifically does -- how
 4 specifically does that work? Does IPP connect to
 5 people's IP addresses? What is the --
 6 A. No, it connects -- it doesn't -- no one
 7 connects directly. It connects to the torrents
 8 basically. So torrents are the ones -- so when your
 9 client downloads the torrent client, he's actually
 10 opening up his computer to, to anyone who wants to
 11 take stolen files off his computer or -- remember
 12 Napster? It's like Napster. It's file sharing.
 13 So and anyone who wants to take one of our
 14 movies of your -- stolen from his computer, and
 15 anyone who wants to steal one of our movies can take
 16 it from his computer and he can take it from anyone
 17 else's computer. So it's kind of like opening up a
 18 highway when you install the torrent client.
 19 Q. And it's your contention that your
 20 consultants took content from my client's computer?
 21 A. No. No one took -- no one took anything
 22 from your client's computer. Other people that are
 23 stealing might have, but we don't have anything to do
 24 with that. So no one took anything from your
 25 client's computer. They -- it was -- it was from the

Page 40

1 torrent clients is where we got the information, and
 2 your client's IP address was listed on the torrent
 3 clients.
 4 Q. So when your -- when your consultants wrote
 5 in a declaration that they connected to my client's
 6 computer, that wasn't true?
 7 MR. BEIK: Objection, form.
 8 THE WITNESS: Do you want to change your
 9 form or should I answer?
 10 BY MR. KHAZEN:
 11 Q. You can answer.
 12 MR. BEIK: Go ahead.
 13 THE WITNESS: Okay. So no, we never
 14 connected to your client's computer. So your client
 15 connected to the torrents. And so we got our
 16 information from the BitTorrent and the BitTorrent
 17 client. And so that's -- your client connected to
 18 them.
 19 And so no one -- so when they download
 20 something -- when someone downloads an illegal movie,
 21 it might come from your client's computer and but
 22 we're not logging onto your client's computer and
 23 taking anything from there or getting any of our
 24 information from your client, we're getting it from
 25 the BitTorrent, and that's where your client's IP

Pages 37 to 40

Page 41

1 address is because he made it available there.
 2 BY MR. KHAZEN:
 3 Q. Do you -- when your -- do you know -- are
 4 you aware that your client downloaded what he claimed
 5 or what they claimed to be pieces of your movies?
 6 MR. BEIK: Objection, form.
 7 THE WITNESS: Yeah, I don't understand what
 8 he's -- what are you saying?
 9 BY MR. KHAZEN:
 10 Q. Are you aware that your consultants said
 11 that they downloaded pieces of your copyrighted
 12 movies?
 13 A. Our consultant said that they downloaded
 14 pieces of our copyrighted movies? How is that -- I
 15 don't understand what you're saying.
 16 MR. BEIK: Colette, if you don't -- if you
 17 don't understanding the question, just ask him, ask
 18 him to clarify it for you.
 19 THE WITNESS: Can you clarify that question
 20 please?
 21 BY MR. KHAZEN:
 22 Q. Are you -- so you said that they connect to
 23 the BitTorrent network; is that correct?
 24 A. Right.
 25 Q. Your consultants?

Page 42

1 A. (Nods head.)
 2 Q. And they downloaded pieces of your
 3 copyrighted works from the BitTorrent network; is
 4 that correct?
 5 A. Correct.
 6 Q. And do you know where those pieces of data
 7 came from?
 8 A. Do I know where they came from? No, I don't
 9 know where they all came from, but I do know the IP
 10 addresses that many of them came from. And the ones
 11 that are attached to our movies, if there are
 12 multiple movies with the same IP address that are
 13 infringing on our movies, then we will zero in on
 14 those IP addresses.
 15 Q. And was one of the IP addresses, according
 16 to your contentions, the IP address of my client's
 17 network?
 18 A. That's correct.
 19 Q. So your consultants then downloaded a piece
 20 of data from, that came from the IP address of my
 21 client's computer --
 22 MR. BEIK: Object to form.
 23 BY MR. KHAZEN:
 24 Q. -- according to your contentions, correct?
 25 A. No, I don't think you understand how the bit

Page 43

1 torrents work.
 2 Q. How do they work?
 3 A. Okay. So what happens is when you have --
 4 when you -- like if you know how Napster used to
 5 work, I don't know if you ever used Napster before
 6 everyone found out it was illegal, you have to
 7 download a client, right.
 8 Like if you're using citrus systems, or even
 9 if you're using Zoom, right, like, to use Zoom you
 10 need -- you just download a client. So that's -- so
 11 that is a client-server relationship instead of like
 12 a peer to peer where we would just be like talking on
 13 FaceTime where you don't need to download a client.
 14 So or -- so basically you download a torrent
 15 client and that, what that does is it opens up your
 16 computer saying, hey, I'm here. Here's my IP
 17 address. It's available for, for you to take
 18 anything you want off my computer that's stolen, and
 19 I will then take anything I want off your computer
 20 that's stolen.
 21 And so basically what it does is whoever
 22 downloads more movies, they get a faster download
 23 time. And whoever -- and so basically for us, like
 24 we can't compete with free. So it's -- and if you're
 25 doing this over multiple years, you know, you're

Page 44

1 downloading the new client every year, because, like
 2 I said, they change to keep people out so it makes it
 3 harder and harder. But the guys who are up on it are
 4 usually IT guys, and they, they just -- so it's
 5 basically you just have to download the client and
 6 then you choose the movies you're looking for,
 7 instead of paying for them. You use it as an illegal
 8 sharing software basically.
 9 Like the Fly, he gets a little thing, it
 10 breaks him up into little pieces, like that's his
 11 head, and then they -- then it sends across the thing
 12 and the pieces are put back together, that's what
 13 happens to the movies.
 14 Q. And it's sent from one network to another,
 15 correct?
 16 MR. BEIK: Objection, form.
 17 THE WITNESS: Yeah, I'm not sure -- I mean,
 18 you can Google how does BitTorrent work and you can
 19 see exactly, but it depends on what you're using it
 20 for. There's a lot of different ways to use
 21 BitTorrent, so I'm not sure -- I mean, you're asking
 22 the questions, yeah.
 23 So it's basically, you know, I would suggest
 24 Google how does BitTorrent work and then you'll see
 25 the different ways and you'll see the way that your

Pages 41 to 44

Page 45

1 client was using it to illegally download files that
 2 should be paid for.
 3 BY MR. KHAZEN:
 4 Q. So just to be clear, though, IPP's forensic
 5 servers never connected to my client's IP address?
 6 A. Never.
 7 MR. BEIK: Object to form.
 8 BY MR. KHAZEN:
 9 Q. And my client never distributed any content
 10 to IPP, correct?
 11 MR. BEIK: Objection, form.
 12 THE WITNESS: I don't know what your client
 13 did.
 14 BY MR. KHAZEN:
 15 Q. Well, your -- your -- as Malibu Media's
 16 corporate witness you're saying that you don't know
 17 whether my client distributed any of your copyrighted
 18 works?
 19 A. Well, I'm sure they did, I just don't know
 20 over how many years specifically what they did,
 21 because I think it was over five years, so I don't
 22 know specifically what they did distribute and what
 23 they didn't and, yeah.
 24 Q. Right. So just to be -- just to be clear,
 25 your, it's your contention that my client distributed

Page 46

1 data to, to IPP using the BitTorrent protocol; is
 2 that correct?
 3 A. No. No. He did not distribute data to IPP.
 4 You still don't understand how it works. He
 5 basically -- IPP saw that his IP address was, was
 6 stealing our movies, and we could see his IP address
 7 stealing our movies multiple times. We probably --
 8 he probably stole them more times than we captured,
 9 we just, I captured just five times, something like
 10 that.
 11 But they didn't -- they did not share it
 12 with IPP. That's not how he got caught. He got
 13 caught because he installed the client and his IP
 14 address showed up.
 15 Q. Okay. So just -- so my client did not
 16 distribute IPP -- to IPP pieces of Malibu Media's
 17 copyrighted movies?
 18 MR. BEIK: Objection, form.
 19 THE WITNESS: Can you clarify that, please?
 20 BY MR. KHAZEN:
 21 Q. Well, I'm just following up on your last
 22 answer that my client did not distribute to IPP
 23 pieces of Malibu Media's copyrighted movies. That's
 24 correct, right?
 25 A. I don't know. I don't know who your client

Page 47

1 distributed movies to, besides that he did.
 2 Q. Okay. So as Malibu Media's corporate
 3 witness, you don't know whether or not my client
 4 distributed data to IPP's servers?
 5 A. He obviously did distribute data. Well, he
 6 did -- he didn't necessarily distribute it. I think
 7 you have the words wrong. He -- he was making our
 8 movies available to whoever wanted them, so IPP could
 9 see this.
 10 Q. And IPP never downloaded any, any or any
 11 data from my, from my client's network?
 12 MR. BEIK: Objection, form.
 13 BY MR. KHAZEN:
 14 Q. Correct?
 15 A. You know, I don't -- I can't answer that. I
 16 don't believe so. But I -- once this investigation
 17 got going -- I don't believe so. That's not how we
 18 do things. But unless there's an issue finding
 19 where, you know, where it came from or anything --
 20 here it is -- I don't -- I don't believe so, but
 21 because that's not how it works. So I don't know
 22 who's telling you how this works or where you're
 23 getting you're assumptions but --
 24 Q. No, I'm trying to understand. I'm just
 25 trying to understand. So, okay. So just to be

Page 48

1 clear, my client did not distribute to IPP servers
 2 pieces of Malibu Media's copyrighted materials,
 3 correct?
 4 MR. BEIK: Objection, form.
 5 THE WITNESS: As far as I know, but stranger
 6 things have happened.
 7 BY MR. KHAZEN:
 8 Q. Okay. So it's to your knowledge, to your
 9 knowledge my client did not distribute to IPP servers
 10 pieces of Malibu Media's copyrighted materials,
 11 correct?
 12 MR. BEIK: Objection, form.
 13 THE WITNESS: I can't answer that because I
 14 don't know.
 15 BY MR. KHAZEN:
 16 Q. Okay. So you have no -- so as Malibu
 17 Media's corporate representative, you have no
 18 knowledge of my client distributing to the IPP
 19 servers pieces of Malibu Media's copyrighted
 20 materials, correct?
 21 MR. BEIK: Objection, form.
 22 THE WITNESS: Millions of people are --
 23 millions are on the torrents every day, and they're
 24 opening up that little bridge that let's everyone
 25 share the movies and the copyrighted material and not

Pages 45 to 48

Page 49

1 have to pay for it.
 2 And so it's, you know, so -- so it's most
 3 likely they might have done that and went to go --
 4 and if they're actually going to make another torrent
 5 themselves, they'll be in bigger trouble than just
 6 using one torrent.

7 So I don't know why they would want to, you
 8 know, use this as a, oh, you didn't know what we
 9 mean, now we're going to -- I'm mean, I just don't
 10 understand what you're asking.

11 Q. Okay. So it's possible then that IPP did
 12 download data from my client's computer?

13 A. No.

14 Q. And so it's -- so it's not possible that IPP
 15 did, or, sorry, it's not possible that my client
 16 distributed data to IPP servers?

17 A. Data to IPP servers? No. IPP gathered
 18 their own data. Your client didn't do any
 19 distributing to IPP servers.

20 Q. Let me see. Now, you mentioned something
 21 about, you know, we were discussing a little earlier
 22 about you said that you look for people that are in a
 23 house, and that's because, because you said something
 24 about apartment complexes can have multiple people
 25 around, that sort of thing. I just want to kind of

Page 50

1 go back to that. So you understand that when you
 2 identify an IP address, you're not identifying a
 3 person, correct?

4 MR. BEIK: Objection, form.

5 THE WITNESS: Yes, but the thing is we are
 6 identifying the actual, the actual address to that
 7 location, that residence. And so whoever is using it
 8 is -- should be a resident or have privileges to use
 9 that IP address at that place.

10 BY MR. KHAZEN:

11 Q. Right. And so it could be any number, any
 12 number of people could have privileges to that IP
 13 address, correct?

14 A. This is true.

15 Q. And it could be hundreds -- it could be a
 16 hundred people? There's no -- is there any limit to
 17 the number of people that could be behind a
 18 particular IP address?

19 MR. BEIK: Objection, form.

20 BY MR. KHAZEN:

21 Q. To your knowledge?

22 A. No, there's not.

23 Q. I'm sorry, I didn't quite --

24 A. Could you repeat the question?

25 Q. To your knowledge -- to your knowledge there

Page 51

1 could be any number of people that could have access
 2 to any particular IP address that you identify,
 3 correct?

4 A. No, they wouldn't know because they're not
 5 looking like we are. They wouldn't know what IP
 6 address they have access to.

7 Q. Who wouldn't -- who wouldn't know what IP
 8 address they have access to?

9 A. The other people that you're talking about,
 10 that any number of people could have access to the IP
 11 address, that's not true because all the other number
 12 people wouldn't know what IP address that they were,
 13 that they're getting the movies from. We're the ones
 14 looking for it. They're not looking.

15 Q. There are -- there can be multiple computers
 16 on a -- connected to -- connected to that are using
 17 one IP address; is that correct?

18 A. That is correct.

19 Q. And there could be multiple people that are
 20 using one IP address, correct?

21 A. Correct.

22 Q. So when you identify an IP address, you're
 23 not identifying an end user, correct?

24 A. Yeah, but that's why we have social media
 25 and that's why we have investigators and that's why

Page 52

1 we have additional evidence so we can actually make
 2 sure that we know the person that was infringing is
 3 the person that owns that IP address.

4 Q. Okay. So without additional evidence,
 5 there's no way of knowing whether an IP address --

6 A. Well, most of the time when they get the
 7 letter from their internet service provider, the
 8 downloading stop almost immediately, so that kind of
 9 tells you.

10 Q. So there's no way to know -- there's no way
 11 to know without additional evidence whether or not a
 12 person, a particular person is using an IP address,
 13 correct?

14 A. No, that's not correct.

15 Q. Please -- why not?

16 A. Because you're -- just what you're saying is
 17 not correct. You're saying there's no way to know
 18 without additional evidence, and that's not correct.
 19 Additional evidence helps, but if you're the only
 20 person in the house with access to the IP address and
 21 access to the computer, and you have clients on the
 22 computer, and again no one else comes in the house
 23 and then who else did it?

24 Q. Well, that's all additional evidence, isn't it?

25 A. No.

Pages 49 to 52

Page 53

1 Q. Why not?
 2 MR. BEIK: Objection, form.
 3 BY MR. KHAZEN:
 4 Q. How do you know -- how do you know the
 5 person is the only person in the house without
 6 access -- with access to the network?
 7 A. We have investigators.
 8 Q. Let me just ask you this: Do you have any
 9 additional evidence, any -- let me strike that. Do
 10 you have any evidence that my, that my client is the
 11 person who downloaded your movies, and what evidence
 12 is that?
 13 A. I don't know if I'm able to give you that
 14 information at this point.
 15 Q. Why not?
 16 A. Why not? Because we're going to trial.
 17 MR. BEIK: Ramzi, can I have a minute to
 18 talk to her? I think she's confused on what you're
 19 asking.
 20 MR. KHAZEN: Well, let me...
 21 THE WITNESS: You want me to answer more
 22 question? I mean, so it's -- these questions are
 23 just not making sense.
 24 BY MR. KHAZEN:
 25 Q. What evidence do you have that my client

Page 54

1 infringed your copyrights?
 2 A. His IP address, his location, his exact
 3 geolocation over five years has downloaded our movies
 4 from the same torrent and 32,000 other, other pieces
 5 of content.
 6 Q. Do you have any other evidence that you
 7 claim against, to be against -- to prove that my
 8 client has downloaded your movies?
 9 A. I believe so, but I'm -- I want to talk to
 10 my attorneys about that before disclosing that.
 11 Q. Is there a privilege issue?
 12 A. There may be. I don't know. I just think
 13 it would be something that --
 14 MR. BEIK: You could --
 15 MR. KHAZEN: Okay. Let's go off the record.
 16 MR. BEIK: Hang on one second. There's -- I
 17 think that she's concerned about the protective
 18 order, and so that -- let me -- we've got it
 19 stipulated. Let me talk to her one second.
 20 THE VIDEOGRAPHER: Off the record at 10:45.
 21 (Discussion off the record.)
 22 THE VIDEOGRAPHER: We are back on the record
 23 at 10:50.
 24 BY MR. KHAZEN:
 25 Q. Welcome back. So just where we left off,

Page 55

1 what evidence does Malibu Media have as Malibu
 2 Media's --
 3 A. He's an IT professional, he --
 4 Q. Please -- please let me answer -- let me
 5 finish my question.
 6 A. Okay.
 7 Q. What evidence -- as Malibu Media's corporate
 8 representative, what evidence does Malibu Media have
 9 that my client infringed Malibu's copyrighted works?
 10 A. We've tracked the IP address back to his
 11 address, his computer over multiple years, so his IP
 12 address over multiple years of our movies. There's
 13 32,000 or so other infringements. He is an IT
 14 professional. He fits the criteria of someone who
 15 would be downloading our movies. He's downloaded
 16 other similar movies, and he's in a single family
 17 residence.
 18 I mean, just everything fits the criteria of
 19 someone who would be downloading our movies. And
 20 that has passed, passed everything in the Bellwether
 21 trial with Judge Bellson, if you read that. And we
 22 have all the evidence that we need pointing to your
 23 client as infringing upon our content.
 24 Q. Now, I'll just use the term "his," you know,
 25 just for convenience sake. So you say you mentioned

Page 56

1 his computer. Do you have evidence that his computer
 2 was used to download it, to download any Malibu Media
 3 copyrighted?
 4 A. We have evidence that it was, it was at
 5 the -- very, very close to the router at his house.
 6 And to download a very large file, it would probably
 7 take you maybe six hours, even with the fastest ISP
 8 that's possible.
 9 So -- so that would be really not -- you
 10 know, I just don't think that that's -- it's not his
 11 computer but it is -- there's no way it could be
 12 someone else sitting outside his house for hours and
 13 hours trying to connect onto his password protected
 14 IP address.
 15 Q. Could it be a member of the family?
 16 A. What?
 17 Q. Could it be a member of his family?
 18 A. I don't believe so from the research we've
 19 done.
 20 Q. Why not?
 21 A. Because I don't believe there's anyone that
 22 fits the profile. If there is someone, and he wants
 23 to tell us who else it was, then we will back off him
 24 and go after the person that was the infringer. But
 25 if he doesn't want to tell us that, which I don't

Pages 53 to 56

Page 57

1 think we'd be here today if he wanted to tell us and
2 give us -- like, now I'm recalling that your client
3 actually hasn't given us any reason why he didn't do
4 it. He's just saying, Oh, well, your software
5 doesn't work, or something. Well, he said it five
6 times, and so over from 2004 to 2019.

7 So, I mean, we have to pay to make these
8 movies. We have to pay the models, pay for
9 locations, we have to pay for -- it's not free. I
10 mean, we're not doing this as a free service. And so
11 he's not even given us the -- another excuse as to
12 who it could be. He didn't say, I didn't do it, so,
13 you know, this, that or anything like that.

14 Q. That you believe that he downloaded from
15 2014 to 2019?

16 A. It would be -- it was -- yeah, it might have
17 been '15. Yeah, it could have been. Yeah, I
18 think -- I think -- I think we might have missed '14,
19 but for a hundred percent we have '16 -- no, I think
20 we do have a '14 from him as well, so...

21 MR. BEIK: Colette, would you like a copy of
22 the complaint to refresh your memory?

23 THE WITNESS: Sure, if you want to refer me.

24 MR. BEIK: Ramzi, do you have a copy of the
25 amended complaint that has all that listed there to

Page 58

1 refresh her memory, because the exhibits list exactly
2 the dates and the titles and all that. That would
3 probably help her rather than having her go off of
4 memory.

5 THE WITNESS: Yeah, because I'm just kind of
6 going off of memory. You know, just, I'm just trying
7 to be as honest as humanly possible. I'm just
8 letting -- you know, just saying this is why we
9 believe he is -- that he's --

10 BY MR. KHAZEN:

11 Q. Well, I mean, is the -- is the extent of the
12 infringements that you're aware, the alleged
13 infringements that you're aware of contained in the
14 complaint or are there additional alleged
15 infringements that you contend happened that are not
16 listed in the complaint?

17 A. I'd have -- I'd have to speak to my
18 attorneys about that as far as me just being the
19 corporate representative, I'd have to speak to the
20 attorneys about that. And then as far as the, you
21 know, as this moves forward, we'll depose your
22 client. I mean, he has not offered us another --

23 MR. BEIK: Okay. Let's just answer his
24 question.

25 THE WITNESS: Okay.

Page 59

1 MR. BEIK: He asked the question. Let's
2 answer it, okay?

3 THE WITNESS: I'm sorry. Repeat -- please
4 repeat the question.

5 BY MR. KHAZEN:

6 Q. Are you aware of any additional alleged
7 infringements other than those listed in the
8 complaint against --

9 A. I'm not aware at this time.

10 MR. BEIK: Objection, form. What -- I don't
11 understand what infringements you're asking about,
12 Ramzi.

13 BY MR. KHAZEN:

14 Q. Okay. Please just object to form and please
15 just answer the question. So are you aware of any
16 additional alleged infringements against my client
17 other than those listed in the complaint?

18 A. I'm not aware at this time, but that could
19 change. It could change any day.

20 Q. Why do you believe -- why do you believe it
21 could change any day?

22 A. Sometimes we bring up more -- I mean,
23 usually they stop when they're getting into a
24 lawsuit, but sometimes they don't, so...

25 Q. Okay. Are you -- can you -- can you

Page 60

1 elaborate? What do you mean it could change?

2 A. Oh, I'm just talking --

3 Q. Do you have any -- do you have any reason to
4 believe or any as -- let me strike that. As Malibu
5 Media's corporate representative, do you have any
6 reason to believe that there are additional
7 infringements other -- by my client alleged other
8 than those in the complaint?

9 A. At this -- at this point I do not.

10 Q. So just to be clear, so how do you know
11 that -- you said that it's your understanding that
12 the downloads that took place were from a computer
13 close to the router; is that correct?

14 A. Yes.

15 Q. And on what basis do you say that?

16 A. I believe we got that information from the
17 internet service provider, and -- huh?

18 Q. Go ahead.

19 A. I believe we got that information from the
20 internet service provider that the, that that router
21 is in very kind of a hub.

22 Q. What do you mean by that?

23 A. I mean, a lot of -- a lot of -- a lot of
24 stuff passes through. Like we wouldn't -- there
25 would be -- if we only had 25,000 hits, like however

Pages 57 to 60

Page 61

1 many -- your software that you're telling, so, yeah,
2 that's...

3 MR. BEIK: Colette?

4 THE WITNESS: Yeah.

5 MR. BEIK: Are you okay?

6 THE WITNESS: Yeah, yeah. Sorry. I was
7 just taking a second. So go ahead. I'm sorry.

8 BY MR. KHAZEN:

9 Q. Are you -- are you on any medications today?

10 A. No, not at all. I'm sorry. I didn't sleep
11 and I have another very -- case I was up working on
12 all night, and they just called and moved it to
13 federal court, and was I talking to answer a bunch of
14 things. So I'm sorry about that.

15 Q. Are -- and please just understand I have to
16 ask these questions. I mean, are you -- are you
17 under the influence of any, of any --

18 A. No.

19 Q. -- substances that might affect your
20 testimony today?

21 A. No, but I am actually not feeling good. I'm
22 feeling a little bit tired. I worked so hard all
23 weekend on something that changed about five minutes
24 before we started this deposition. So -- so, yeah, I
25 mean, it would actually be really good for me if we

Page 62

1 could do this a little bit later and I could attend
2 to what I need to attend to.

3 MR. BEIK: Colette.

4 THE WITNESS: But I'll finish if we need to.
5 If we have to do it, I'll finish.

6 BY MR. KHAZEN:

7 Q. Well, I mean, I -- if at any point during
8 this deposition you are not under full capacity to
9 answer my questions fully and truthfully, can you
10 tell me?

11 A. Yeah. No, I can answer your questions fully
12 and truthfully. I just have a lot on my mind.

13 Q. Okay. So and if you need to take a break at
14 any time, please tell me, okay?

15 A. Yeah.

16 Q. Okay. So what specific information that you
17 said that -- you mentioned that it was part of a hub.
18 What specific information did you receive from the
19 ISP that leads you to believe that the infringement
20 took place close to a -- at a computer that was close
21 to the router?

22 A. Okay. So what specific information we
23 received from the ISP that -- we received the
24 address. So we received the address from the ISP,
25 and, yeah.

Page 63

1 Q. Is that it? Is that the only evidence that
2 you received from the ISP?

3 A. The name and the address and also the -- we
4 have additional evidence as well.

5 Q. What is the additional evidence?

6 A. The additional infringed content.

7 Q. Okay. So what additional infringed content
8 are you referring to?

9 Hello?

10 A. Paul's frozen. It's -- it says "your
11 internet connection is unstable." You both look
12 like -- now I know why you're saying that, because
13 you both looked like you were stalled, like you're
14 like this, and your internet said your internet froze
15 and is unstable and now you're both back. So I don't
16 know what's going on, but I think that's what
17 happened before when you were trying to ask me
18 questions.

19 Q. All right. Let me -- let me just start
20 over. What evidence do you have, other than the IP
21 address, that leads you to believe that my client
22 infringed your copyrighted work?

23 MR. BEIK: Object to form. Ramzi, I think
24 you've asked this same question.

25 THE WITNESS: No, that's why I'm falling

Page 64

1 asleep because it's like these are all the same
2 questions over and over and over. I don't understand
3 what you want me to say.

4 BY MR. KHAZEN:

5 Q. You listed his address, you listed he's an
6 IT professional so he fits a profile, and you said
7 that his computer is close to the router. Are there
8 any other --

9 A. Our software has identified his IP address
10 as downloading our, our copyrighted works for his,
11 for his viewing pleasure and downloading to his
12 computer without paying for them off of an illegal
13 BitTorrent client sharing protocol. What else do you
14 need?

15 Q. Is there any other evidence that you have?
16 I'm trying to make sure that I have all of the
17 evidence that you claim that you have that my client
18 infringed your copyrighted works. So you mentioned
19 his IT address.

20 A. As far as what I know, but the experts --

21 Q. Please don't -- please don't interrupt --
22 please don't interrupt me. And please take this
23 seriously, okay. You -- you're under oath. All
24 right. Now, I need to know all of the evidence that
25 you have, right, that you claim to have that my

Pages 61 to 64

Page 65

1 client infringed your copyrighted works.
 2 I have here, based on your previous answer,
 3 you said, you listed that you have his IP address,
 4 you said that his computer was close to the router,
 5 and that you said he's -- that he fits the profile
 6 because he's an IT professional. Is there any other
 7 evidence that you have that my client infringed your
 8 copyrighted works other than the IP address of his
 9 network, that a computer was close to the router, and
 10 that he fits a profile that you claimed to have?

11 MR. BEIK: Object to form.

12 THE WITNESS: Well, fitting the profile and
 13 the computer being close to the router really have
 14 nothing to do with it, or being an IT professional.
 15 What really makes him be the, the infringer is his IP
 16 address that is password protected, and he is the
 17 only person, as far as -- unless he wants to get --
 18 say something else.

19 As far as when we've asked, so far you
 20 haven't given any -- said there's another person who
 21 downloaded it or given us any other explanation that
 22 it was this person that was downloading the illegal
 23 content. And so we know that whoever was in that
 24 single family home with that IP address, which is
 25 your client, downloaded the, the content and

Page 66

1 infringed upon it illegally.

2 So I'm not sure how many more times I can
 3 say the same thing or how many different ways, but
 4 it's not -- it's not that -- it's not that his house
 5 is close, that he's an IT professional, or that he
 6 fits a profile, that has nothing to do with it. What
 7 has to do is that he actually -- we detected over
 8 9,000 times, we've never gotten it wrong, that his IP
 9 address downloaded our content. And so that -- that
 10 happened.

11 And so there's other -- there's other things
 12 that we can get into on a more technological basis,
 13 but all we need to know at this point is that
 14 happened. And so we're going to have to get an
 15 expert testimony that explains to the judge or jury
 16 how it works, you know, in just piece by piece, not
 17 technological because that would be like, you know,
 18 if someone asked you how to build a block chain, you
 19 probably wouldn't know how to do it, or now to write
 20 coded python, you wouldn't understand it. It would
 21 be speaking a different language.

22 So for me to try to explain to you how we're
 23 capturing his IP address, it would be speaking a
 24 different language. I'm not going to go explain the
 25 entire code because you're not going to understand

Page 67

1 it. It would take -- and it wouldn't be possible to
 2 do in this amount of time.

3 So all I can tell you is that based on what
 4 our experts have done, and the code that we have
 5 developed, your client, and he probably understands
 6 this because he's an IT professional, it has been
 7 captured as downloading our copyrighted content and
 8 illegally downloading that and 22,000 other
 9 copyrighted content. So it's -- so that is it.

10 It doesn't matter about the profile. It
 11 doesn't matter about the home. It doesn't matter
 12 unless -- unless he'd like to offer some kind --
 13 somehow how did this content get downloaded to his IP
 14 address.

15 BY MR. KHAZEN:

16 Q. Okay.

17 A. He's not --

18 Q. I'm going to need you to please answer my
 19 specific questions. You've been giving me --

20 A. That's what I said. I said his IP address
 21 doesn't capture --

22 Q. This is why it's not proceeding very fast.
 23 I'm really going to need you to answer my question
 24 and my specific questions from now on, okay?

25 A. Okay.

Page 68

1 Q. Now, you said that has nothing to do with
 2 his profile or, or the proximity to the router, that
 3 it is based on his IP address being password
 4 protected; is that correct, that you believe that he
 5 is -- his -- that he is the infringer because the
 6 data that was sent out was, came from an IP address
 7 registered to him that was password protected; is
 8 that correct?

9 A. The data was sent out to him, not so much
 10 that if it was password protected or not because if
 11 there's someone else who was downloading it, even if
 12 it -- if they knew his wifi address, they'd have to
 13 be parked outside his house for hours and hours on
 14 end, and that just is -- that just doesn't happen.

15 So and also since he's done it I think over
 16 four or five years, it's -- it would be a little bit
 17 strange to have someone at all different times of the
 18 year parked outside of your house downloading content
 19 just randomly from our little website. So it's, you
 20 know, it's definitely -- it's -- so it's -- it is the
 21 IP address.

22 And the technology we used to capture it is
 23 the reason that we, that we feel he's guilty. And
 24 not because it's password protected or anything like,
 25 anything like that. So it's not the -- so it's

Pages 65 to 68

Page 69

1 everything you said but just the password protection,
2 it's, you know, it's kind of a given at this point.

3 Q. Are you familiar with long-range wifi
4 networks?

5 A. With what? Long bridge?

6 Q. Long-range wifi networks.

7 A. Long-range wifi networks. I've heard of it.

8 Q. And so are you, are you aware that a
9 long-range wifi network can reach further than, you
10 know, outside someone's house? It can reach within
11 the proximity of several houses more, or more? Are
12 you aware of this?

13 A. I am aware of that, but it's over that much
14 time, how long he's taken between the infringements
15 and how long it takes to download one movie, are you
16 aware -- you're asking the questions, but it takes
17 probably, like I said, about six hours to download
18 one movie.

19 So even if you had a long-range wifi,
20 that's, I mean, that's not an excuse. I mean,
21 it's -- that's not -- that's not an excuse. I mean,
22 this is just -- it's embarrassing how, how these
23 people steal movies to try to make excuses and say,
24 oh, so what about the other 32,000 things he stole?
25 They're all in the long-range wifi?

Page 70

1 MR. BEIK: Colette, please let's just answer
2 his questions.

3 THE WITNESS: Okay. Okay. Okay. So, yes,
4 I'm aware of what a long-range wifi. That's your
5 question.

6 BY MR. KHAZEN:

7 Q. Okay. Now, do you have any reason to
8 believe that the, that my client was the, was the
9 infringer, or strike that. Strike that. Do you have
10 any reason to believe it was not another member of
11 the household that downloaded the movies, and if so,
12 what --

13 A. Because your client hasn't come forward. I
14 believe we've asked that question and your client
15 hasn't offered any alternative solution that it
16 wasn't an alternate member of the household or
17 anything. And he's not given any -- said, oh, it
18 wasn't me, it was my father, it was my son or
19 anything like that.

20 He keeps just giving no -- he just says --
21 he keeps just saying, oh, your software doesn't work.
22 And so we know our software works, so that's why it
23 would be hard for me to believe that it's another
24 member of the household, he should say something.

25 Q. Now, you say that you had 9,000 cases and

Page 71

1 you've never accused anyone that's been innocent. Is
2 that -- is that your testimony under oath, that
3 nobody in the 9,000 cases that you've filed has been
4 innocent?

5 MR. BEIK: Object to form.

6 THE WITNESS: As far as I know -- as far as
7 I know I believe no, but, but back in 2013 or '14 we
8 had a different system, and I think it wasn't quite
9 as precise. So recently though, I don't know that
10 anything has been wrong, it just might have been
11 someone else in the household, but it's quite
12 accurate though. So I can't say 100 percent, but it
13 is quite accurate.

14 BY MR. KHAZEN:

15 Q. So it's possible you've accused innocent
16 people?

17 MR. BEIK: Object to form.

18 THE WITNESS: I don't believe we've accused
19 innocent people. I believe that we would have
20 inquired.

21 BY MR. KHAZEN:

22 Q. You would have inquired? What does that
23 mean?

24 A. We have inquired if to the ISP if that
25 address is downloading our content and from where and

Page 72

1 without paying. And so -- so basically, it's just so
2 if they said -- if they said, okay, no, we didn't do
3 it and it was someone else in the house and then we
4 would go from there. So I don't believe we would get
5 as far as to accuse an innocent person or ever take
6 an innocent person to trial. No, we've never done that.

7 Q. Have you ever filed suit against an innocent
8 person?

9 A. That I can't recall.

10 MR. BEIK: Form.

11 BY MR. KHAZEN:

12 Q. So it's possible that you filed suit against
13 innocent people?

14 A. If we -- if we did, which I don't know, we
15 would have dismissed it.

16 Q. And it's -- which means that it's possible
17 that you have filed suit against innocent people,
18 correct?

19 MR. BEIK: Object to form.

20 THE WITNESS: Yeah, I just -- I really don't
21 believe we have. I mean, in all those people, was it
22 a million or something, yeah, I don't -- I don't -- I
23 don't think it's -- no, we have not accused an
24 innocent person or filed a suit against an innocent
25 person. And if we have, if we have, it's been

Pages 69 to 72

Page 73

1 dismissed like very, very quickly.
 2 BY MR. KHAZEN:
 3 Q. If you have. So it is possible?
 4 A. I'm saying if we made a mistake, we would
 5 have -- we would quickly dismiss it.
 6 Q. I need your testimony under oath that you're
 7 saying that out of the 9,000 cases you've filed
 8 you've never filed a case against an innocent person,
 9 and I want to understand if that's a correct
 10 understanding or not, and please give me a straight
 11 answer.
 12 MR. BEIK: Object to form.
 13 THE WITNESS: You know, sir, I actually
 14 don't know. A lot of times we have lawyers who have
 15 been handling this for us because we're running the
 16 business, and, you know, I'm shooting and I'm
 17 traveling and so I've had lawyers protect the
 18 copyrights, so I just -- I can't know every --
 19 MR. BEIK: Colette, I'd ask you to answer
 20 the question that he asked, and so just answer the
 21 question that he asked.
 22 THE WITNESS: So is it possible or not? So
 23 it is possible that -- it could be possible.
 24 BY MR. KHAZEN:
 25 Q. Now, you understand that my client uses,

Page 74

1 that my client and everybody uses a router, right,
 2 pretty much? It's very common to use a wifi router,
 3 correct?
 4 A. Yes.
 5 Q. And any -- and multiple people can connect
 6 to the same router, correct?
 7 A. Yeah.
 8 Q. And if somebody else besides my client
 9 connected to his router and used a BitTorrent
 10 network, IPP would have detected that equally to my
 11 client having done it, correct?
 12 MR. BEIK: Object to form.
 13 THE WITNESS: You said -- can you ask the
 14 question again please? It's -- I don't understand if
 15 you're asking a question or you're just repeating
 16 something. Would you just...
 17 BY MR. KHAZEN:
 18 Q. If someone connected -- if someone else had
 19 connected to my client's wifi router and downloaded
 20 your copyrighted works off of the BitTorrent network,
 21 IPP would not be able to tell the difference,
 22 correct?
 23 MR. BEIK: Object to form.
 24 THE WITNESS: No, they would. I think
 25 they -- I think -- I believe they would be able to

Page 75

1 tell the difference because they deal with the
 2 hundreds and thousands of infringements a day, and
 3 just to see -- just to see the look of the software
 4 and the -- and, yeah. No, I believe we would -- they
 5 would know the difference.
 6 BY MR. KHAZEN:
 7 Q. How?
 8 A. How?
 9 MR. BEIK: Object to form.
 10 BY MR. KHAZEN:
 11 Q. How? You said you believed they would know
 12 the difference. How?
 13 MR. BEIK: Object to form.
 14 THE WITNESS: Because it's been over five
 15 years and it just, it doesn't make sense.
 16 BY MR. KHAZEN:
 17 Q. Is that your only reason?
 18 A. The question -- the question is like how
 19 would -- how would we -- how would I -- how would
 20 they know if someone else connected to the wifi
 21 router versus -- and it wasn't password protected and
 22 then someone else captured -- connected to it over
 23 five years and, you know, and walks over, you said
 24 whatever, how many ever times it was and then a
 25 couple of the other boys in the house or whatever

Page 76

1 they -- I mean, I don't understand.
 2 Like I feel like you keep repeating
 3 yourself, asking me the same question, like how do we
 4 know this, how do we not know this. And again I
 5 would need to explain to you how the software works.
 6 So can you just ask one more very concise question?
 7 You're asking me how, how. You keep saying "how."
 8 Q. I'm asking you to explain how, how you would
 9 know that it's not someone else that's connected to
 10 my client's router that allegedly downloaded Malibu's
 11 works?
 12 A. Okay. Because I can -- the question, that
 13 is because --
 14 MR. BEIK: Object to form.
 15 THE WITNESS: -- your client -- your client
 16 has not offered an alternative infringer except for
 17 himself. So what -- if he's not -- if I were going
 18 to steal someone's software and then I didn't -- and
 19 or I knew someone was using my wifi to download
 20 software, and then I got caught for it, I would say,
 21 wait a minute, there was someone at my house on this
 22 day and they, they could have possibly stolen the,
 23 stolen the software and -- or stolen copyrighted
 24 materials.
 25 And so this would have been -- so I would

Pages 73 to 76

Page 77

1 offer an alternate scenario and then, you know, I
 2 mean, that's just a normal thing with the law. If
 3 there's an alternate scenario, you need to offer it.
 4 Your client has not offered an alternate scenario.
 5 MR. BEIK: Okay. Okay. Let's just answer
 6 the question asked please.
 7 THE WITNESS: So he hasn't offered -- he
 8 hasn't offered an alternate scenario. That's how I
 9 know.
 10 BY MR. KHAZEN:
 11 Q. Are there any other reasons beside the one
 12 you just stated?
 13 A. The programming.
 14 MR. BEIK: Object to form. We're so far
 15 off. I thought this question started with IPP and
 16 knowledge of a router.
 17 MR. KHAZEN: Please don't interrupt. Please
 18 don't interrupt my question. This is coaching.
 19 BY MR. KHAZEN:
 20 Q. Are there any other reasons?
 21 A. They would be -- the other reasons would be
 22 from our experts.
 23 Q. As Malibu Media's corporate representative,
 24 are you aware of any other reasons, besides the one
 25 you just stated?

Page 79

1 IP address.
 2 Q. Okay. So other than the IP address, which
 3 the code allegedly tells you, what other evidence --
 4 is there any other evidence that you have that you
 5 claim supports your contention that my client
 6 infringed your work and not someone else that was on
 7 his network?
 8 MR. BEIK: Object to form.
 9 BY MR. KHAZEN:
 10 Q. And please just give a straightforward
 11 answer.
 12 A. I believe that there, on the supporting
 13 evidence we had a lot of matches as far as to what
 14 your client's interests were with other things that
 15 were downloaded and supporting evidence as well. So
 16 that would be, that would be another thing. That is
 17 not a technical answer, but he would -- if like say,
 18 I don't know what he specifically likes, there's so
 19 many people, but say he likes skiing and he downloads
 20 about skiing. So whatever we found out his interests
 21 were or what he did for a living, there were
 22 downloads that matched those, those things.
 23 Q. And how do you know that those are his
 24 interests and not the other people that's on the
 25 network?

Page 78

1 A. I feel like I stated more than one, but I --
 2 the other reasons would be in the, the very, the very
 3 precise software code that identifies your client's
 4 IP address that our expert witness will testify to.
 5 Q. Please explain that.
 6 MR. BEIK: Object to form.
 7 THE WITNESS: Do you understand python code?
 8 BY MR. KHAZEN:
 9 Q. Somewhat.
 10 A. Okay. So if this, then that. And, you
 11 know, and so basically if you want -- I mean, if you
 12 want to Google how do I tell -- how does someone tell
 13 if I've infringed on their copyrighted content, on
 14 their protected content, and it will tell you.
 15 Q. Yes, I need you to explain. Please explain.
 16 A. I would have to give you a python document.
 17 I can't explain to you how it works. It's not like
 18 that. Like, can you explain to me how Facebook
 19 works?
 20 MR. BEIK: Objection.
 21 BY MR. KHAZEN:
 22 Q. So what does the python document tell you
 23 about, other than the IP address?
 24 A. It tells you how we, how we've come to the
 25 conclusion that it is that IP address and only that

Page 80

1 A. We have an investigation software.
 2 Q. And what investigation software is that?
 3 A. TRO.
 4 Q. And have you produced this information?
 5 A. I don't know.
 6 Q. Do you intend to use this information at
 7 trial?
 8 MR. BEIK: Object to form.
 9 THE WITNESS: I have to discuss with my
 10 attorneys.
 11 BY MR. KHAZEN:
 12 Q. Do you have any basis for withholding this
 13 information that you're aware of?
 14 A. No. No. We're just very busy and so we're
 15 very busy running our business, and we need people
 16 not to steal the movies. So it's kind of -- it's
 17 kind of a secondary thing for us, but we need to do
 18 so in this order to stay in business.
 19 Q. Okay. So other than the IP address and this
 20 supposed additional information about a consistent
 21 interest, what other information, what other -- what
 22 else, if anything, do you have that suggests to you
 23 that my client downloaded your work, your work and
 24 not someone else connected to the network?
 25 A. Not someone else connected to the network?

Pages 77 to 80

Page 81

1 Because your client hasn't given us anyone else. No
2 one else has stepped forward and said they're, you
3 know, this is our network. We've talked to ISP.
4 It's your client's network. So your client has not
5 stepped forward and said who else has access to his
6 network.

7 Q. And so why would you expect someone else to
8 come forward and claim that they're the person on the
9 network who downloaded your copyrighted works?

10 A. Because if your client didn't do it, then
11 whoever he let into his house and let have access --
12 you know, actually in some countries if you let
13 someone else have access to your wifi, you're
14 responsible for what they do. So and in some
15 different states and different judges will all rule
16 differently on this.

17 So your -- so this, this client is -- your
18 client, if he -- if he let someone else have access
19 to his wifi, and they went for five years and
20 downloaded like nine different titles at least, at
21 least, just the ones we saw, and at different times
22 of the year, all different times, so it doesn't make
23 much sense that you would do that and still be, you
24 know, and not give us an alternative solution to why
25 that might have happened.

Page 82

1 Like if someone were to blame me for that, I
2 would say, wait a minute, no, I wasn't. Someone else
3 was using my IP address at that time, and I would
4 name who it was, but it wasn't me who did it. So
5 because your client had been so adamant about --

6 Q. If a -- if a member of your family had done
7 that, you would -- and you were being accused by a
8 pornography company, you are saying that you would
9 turn in a member of your family as, as the, as the
10 person who downloaded it and give --

11 MR. BEIK: Object to form.

12 BY MR. KHAZEN:

13 Q. -- give their name to a, to a pornography
14 company?

15 MR. BEIK: Object to form.

16 THE WITNESS: You know, well, you know, if
17 another member of his family did it, then he could
18 just say another member of his family did it and
19 not -- he doesn't have to say who that was, but he
20 can let us know if another member of his family did
21 it.

22 And it's not like we're going to go -- the
23 whole thing about settling this is that we keep the
24 names private. It's not like we're going to run out
25 and just say, oh, you're these -- this, this and that

Page 83

1 or they're downloading and it's erotica. So it's --
2 I mean, it's nothing to be embarrassed about.

3 He also downloaded 32,000 other files that
4 were not meant to be downloaded for free. So I
5 think, you know, it's -- it's just a shame how many
6 internet things are getting downloaded for free now.

7 BY MR. KHAZEN:

8 Q. Okay. So just to clear this up and finalize
9 it, the reasons that you gave me, let me circle back
10 and make sure it's clear. Other than the IP address,
11 the interests of the downloader, and that no one else
12 has come forward, do you have any other evidence that
13 you claim supports your claim that my client
14 downloaded your copyrighted works and it wasn't done
15 by someone else connected to his network?

16 MR. BEIK: Object to form.

17 THE WITNESS: At this point I cannot think
18 of how to answer your question.

19 BY MR. KHAZEN:

20 Q. You need to answer my question. I will --
21 can I have the court reporter please repeat my
22 question?

23 (The last question was read back as
24 follows: "So just to clear this up and
25 finalize it, the reasons that you gave

Page 84

1 me, let me circle back and make sure it's
2 clear. Other than the IP address, the
3 interests of the downloader and that no
4 one else has come forward, do you have
5 any other evidence that you claim
6 supports your claim that my client
7 downloaded your copyrighted works and it
8 wasn't done by someone else connected to
9 his network?")

10 THE WITNESS: Okay. I do not personally,
11 and I would need to check with anyone else on my
12 team, yes.

13 BY MR. KHAZEN:

14 Q. When you say personally, you're speaking --
15 you're still speaking though as Malibu Media's
16 corporate representative, correct?

17 A. Right. One of the -- one of the copyright
18 infringement team members.

19 Q. Okay. So as Malibu Media's corporate -- as
20 Malibu Media's corporate representative, you don't
21 have additional information, correct?

22 A. Correct.

23 MR. KHAZEN: All right. Can we take a quick
24 break so I can -- can we go off the record for a
25 minute.

Pages 81 to 84

Page 85

1 THE VIDEOGRAPHER: Off the record at 11:28.
 2 (A recess was taken.)
 3 THE VIDEOGRAPHER: We are going back on and
 4 record at 11:38.
 5 BY MR. KHAZEN:
 6 Q. Back. You mentioned that there, that you
 7 believe that there were over 30,000 additional other
 8 of others' works downloaded. What are those 30,000
 9 additional downloads?
 10 A. I don't have all 30,000 in front of me, but
 11 they were also I think additional erotic movies,
 12 similar movies of ours and then other, other things
 13 that would be of interest to your client.
 14 Q. Like what? Can you be more specific?
 15 A. I don't have the -- I had my team actually
 16 put a spreadsheet together of everything, but I don't
 17 have it in front of me, so, no I can't be more
 18 specific at this time.
 19 Q. Have you produced that spreadsheet?
 20 A. We probably could do that. I would have to
 21 check with my attorney.
 22 Q. Did you give that spreadsheet to your
 23 lawyer?
 24 A. I had my team produce the spreadsheet, so
 25 I'm not sure how, how it's categorized or if it just

Page 86

1 has the works listed, but so I can check if I can
 2 produce the spreadsheet because I -- I came up with a
 3 number because of the additional hits, so I would
 4 definitely produce that. I just don't know how
 5 they're categorized.
 6 Q. Did you give that spreadsheet over to Paul
 7 Biek, your lawyer?
 8 A. I believe we did, and I believe he actually
 9 supplied that to you in the interrogatories.
 10 Q. What other -- what other -- what do you
 11 recall from that spreadsheet? What dates does it --
 12 what dates does it cover?
 13 A. I think the same dates that we -- that the
 14 movies were from. I think 2014 to '19.
 15 Q. And what -- what, if anything, do you recall
 16 from that spreadsheet in terms of the types of works
 17 that you claim were -- are on it?
 18 A. I think there's additional erotic movies,
 19 adult movies.
 20 Q. Anything else?
 21 A. I think some like educational or technical
 22 books, something like that, all software things.
 23 Q. Do you remember anything more specifically
 24 than that?
 25 A. I don't, I'm sorry. I have so much going on

Page 87

1 and this -- I really haven't had time to prepare for
 2 this very well. And I do know, though, that we did
 3 look very carefully, and there were 32,000 additional
 4 infringements and nine of our titles infringed over
 5 from 2014 to '19.
 6 I actually remember one of the titles
 7 specifically. It was called Truth or Dare, because I
 8 actually remember shooting it, and the models were
 9 playing on a, one of things where you have the
 10 colored dots on it, and I remember they were asking
 11 each other funny questions and it was actually like
 12 comedy.
 13 So I -- I remember that actually because
 14 I -- that was one of the, personally one of the first
 15 movies that I did and I made a comedy. And I so I
 16 remembered it very clearly because I was the guest
 17 specifically, so -- so I do remember your client and
 18 the infringements, but I don't remember the
 19 additional what it was.
 20 Q. And there was a total of nine of your works
 21 as you recall?
 22 A. That we -- that we found, yeah. That we
 23 found.
 24 Q. Now, you mentioned something about a
 25 protected IP address. Do you have any, any evidence

Page 88

1 that would suggest that my client's network is
 2 password protected?
 3 A. No, actually we don't. I usually assume
 4 that they are because some judges actually require it
 5 now. They say if you don't password protect your
 6 network, you're automatically guilty. And so some
 7 states we've had that conclusion from judges, so I
 8 just -- after all these years I've barely seen anyone
 9 who doesn't password protect their network.
 10 So I don't -- I mean, your client could very
 11 well not have a password protected network, but
 12 because I have seen judges rule that if a network is
 13 not, if the wifi is not password protected, and not
 14 by a difficult password, then the person is, is
 15 responsible for that.
 16 So that has happened in a couple different
 17 districts where the, where the judge says if you
 18 don't protect your network, then your -- it's your
 19 fault if someone accesses it. So I just thought
 20 that, you know, like who would get a wifi and not
 21 password protect it now? That would be kind of not
 22 really smart, unless you wanted to use that as an
 23 excuse for downloading and saying that someone else
 24 accessed. That might be a reason someone would do
 25 that.

Pages 85 to 88

Page 89

1 Q. And do you understand that it is Malibu
2 Media's burden to prove infringement, correct?
3 A. Yes.
4 Q. And you understand that it is Malibu Media's
5 burden to prove that it was my client and not someone
6 else that downloaded, that allegedly downloaded
7 portions of your copyrighted works?
8 A. Yes.
9 MR. BEIK: Object to form.
10 THE WITNESS: But I do also think -- yes, I
11 do -- I do understand that, but I do think that your
12 client has to -- if he didn't do it, he needs to
13 give -- like say if you didn't do, someone is
14 accusing you of murder and you didn't do it but like
15 you have to give -- someone has to give some kind of
16 other alternative theory. So if he didn't do it,
17 then who did?
18 BY MR. KHAZEN:
19 Q. So it's your understanding that it's my
20 client's burden to, to point to the person that you
21 believe downloaded portions of your copyrighted
22 works?
23 MR. BEIK: Object to form.
24 THE WITNESS: Well, it takes hours to access
25 the wifi to access to download one movie. Hours. So

Page 90

1 if he -- if he thinks that -- if he doesn't know --
2 if someone has access to his wifi for hours, it would
3 be -- if the long-range wifi and he lives in a house
4 on, I don't know how many square feet, but it does,
5 even long-range wifi, it would be, you know, it
6 just -- and then -- and also he would get the notice
7 from the ISP telling him to stop doing that.
8 So it actually kind of makes sense where he
9 stopped, he would get a notice and then stop doing it
10 for a while and then, and then -- then he'll get --
11 then you could wait just long enough you don't get
12 the three notices in a row, they'll leave your
13 service on.
14 So it seems like he got notice the way this
15 played out, and to me is he got notice, he waited
16 just long enough, and then started downloading again,
17 and then would get another notice, but and then wait
18 just long enough that it wouldn't shut him down if he
19 got another notice, and then continue downloading
20 again.
21 So that -- because that makes it when these
22 guys are, you know, long running like over years
23 downloading, it's because a lot of people stop when
24 they get the notice from the ISP, like, oh, I'm doing
25 something illegal. But then if you're in IT, you

Page 91

1 know that if you don't get three notices very
2 quickly, then they're not going to shut your service
3 off. So he would have to know that. And so that
4 would be good.
5 And then with all of these things and then
6 him not providing another solution, that's why it
7 really does lead to, it leads to your client, unless,
8 I mean, I would love if you could give us another,
9 another idea of who it might be.
10 MR. BEIK: Okay. Colette, let's let him ask
11 the question. Let's just answer the questions that
12 he asks.
13 THE WITNESS: Okay. All right. Got it.
14 MR. KHAZEN: Please -- please don't
15 interrupt when she's in the middle of a sentence,
16 Counsel.
17 (Thereupon Defendant's Exhibit 2
18 was marked for identification.)
19 BY MR. KHAZEN:
20 Q. I marked as Exhibit 2 a document, a document
21 and at the top says, Addresses of the infringers are
22 Verified. Let's see. Let me see. This is strange.
23 This is odd. It only has one -- here we go. Yeah,
24 so I marked as Exhibit 2 a contract between Malibu
25 Media and IPP. Do you see that?

Page 92

1 A. Yes.
2 Q. Do you recognize this document?
3 A. Yes.
4 Q. What is it?
5 A. These were the terms between Malibu Media
6 and IPP.
7 Q. And it says it, it was signed on August 8th,
8 2014. Does that sound about right to you?
9 A. That would be the original one, yes.
10 Q. Have there been subsequent agreements?
11 A. They're all the same, it's just the price
12 would vary sometimes.
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 Q. So you're no longer going to be using IPP?
24 A. Correct.
25 Q. How much money have you paid IPP over the

Pages 89 to 92

Page 93

1 years, approximately?

2 A. I don't know. I mean, I really don't know.

3 Q. Have you been paying them --

4 A. The lawyers -- the lawyers have done it.

5 Like the lawyers have paid them and they've kept the
6 settlements. And many times we haven't made any
7 money. The lawyers who are supposed to be protecting
8 our copyrights, they just kept the money.

9 So, you know, this -- and also with all
10 paying IPP all the money and them, you know, all -- a
11 lot of bad stuff happening with them, and, you know,
12 we just -- we wanted to be able to protect our own
13 content and, you know, not -- and just, yeah. That's
14 it.

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 Q. So given that it would have been somewhere
over the course of all these years it would have been

Page 94

1 on the order of at least \$5 million; is that fair to
2 say?

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 200 times five, that would be a million. And then it
9 was -- it was definitely less than \$2 million.

10 Q. Okay. So it was over -- you paid IPP over a
11 million dollars. Is that fair to say?

12 A. Yeah. But the lawyers did. I didn't really
13 have much to do with that. The lawyers did the
14 contract and negotiated with them. And -- and then
15 we had a separate -- IPP was very separate as far as
16 their being experts and having the witnesses and
17 going by the world time clock.

18 And so, yeah, it was -- it was not me, they
19 go on with IPP and then it would be lawyer. The
20 lawyers were the ones who, you know, recommended the
21 experts and we checked the experts against the other
22 experts and, you know, made sure everything was
23 working properly. And now we've made an even
24 superior software, so...

25 Q. Are you still working with IPP currently?

Page 95

1 You're not still working with IPP currently?

2 A. No.

3 Q. When did you stop?

4 A. About a year ago.

5 Q. And you've been using your own software
6 since then?

7 A. No, we haven't been filing because of COVID.
8 We didn't want to put people out of hardship because
9 of COVID and things like that. But, you know, we had
10 some leftover files from IPP and some very, you know,
11 egregious infringers, like your client had over, you
12 know, five years nine videos and, yeah, it just a few
13 that were really, you know, not good, that the person
14 was obviously a repeat infringer, and so we need that
15 to stop for our business to be able to keep running.
16 So we did take a break this year because of COVID and
17 so now we're about to start filing again.

18 Q. And when's the last time you communicated
19 with IPP?

20 A. Months ago.

21 Q. About how many months ago?

22 A. Six months.

23 Q. And why did you stop communicating with IPP?

24 A. Because we're done using them.

25 Q. And are -- are -- do you owe IPP any money

Page 96

1 still?

2 A. No.

3 Q. You said you used Ecpio and who else?

4 A. No. No one else. No real companies. A
5 couple different indi programmers, people like that
6 or people from upwards.

7 Q. And who are they?

8 A. I don't know the names.

9 Q. What do they do for you? Let's start with
10 Ecpio. What does Ecpio do for you?

11 A. Same thing as IPP.

12 Q. Are you familiar with the name Patrick
13 Paige?

14 A. Yes.

15 Q. Who is he?

16 A. Expert witness.

17 Q. And are you still using Patrick Paige?

18 A. He's working for Strike Three, and so no.

19 Q. Has someone taken his place?

20 A. We do have someone taking his place.

21 Q. Who?

22 A. I'm not at liberty to say yet, but because
23 we haven't signed the contract yet, but we do have
24 someone very -- very -- very, very good programmer and
25 very good expert.

Pages 93 to 96

Page 97

1 Q. So are you refusing to answer my question?
 2 A. No, I don't -- I don't have the name of the
 3 person yet. It's going to be two people, so...
 4 Q. And you don't know their names?
 5 A. I don't know -- they're both in Ecuador.
 6 Q. Okay. And do you -- and but you don't know
 7 their names?
 8 A. No, I don't know their last name and which
 9 one we're going to choose to be the expert. So
 10 they're both working on the software, and then we
 11 need an outside expert. So I just do not have the
 12 names to give you at this point. I don't want to
 13 give you an incorrect name. If you want to ask me in
 14 a couple weeks, I can give you at that point.
 15 Q. Do they work for a company?
 16 A. They work for an IT company.
 17 Q. What's the name of the IT company?
 18 A. I don't have it in front of me. It's -- I'm
 19 telling you it's based out of Ecuador and Canada,
 20 just like IPP was based out of Germany, so I don't
 21 have it in front of me. It's -- I'm sorry, I don't
 22 know the relevance.
 23 Q. Are they based out of Canada or Ecuador?
 24 A. Both.
 25 Q. And you said you don't know the relevance.

Page 99

1 Q. I'm sorry?
 2 A. They stole. They kept all of the settlement
 3 money.
 4 Q. And did -- was -- did you ever file suit
 5 against them?
 6 A. We did, but they're not collectable.
 7 They're in jail.
 8 Q. And how much have you paid Ecipio over the
 9 years?
 10 A. Not a lot. I think we used them for like a
 11 year, year and a half, something like that.
 12 Q. Have you tried to contact IPP in regard to
 13 this lawsuit to gather documents?
 14 A. Yes.
 15 Q. And can you describe that, your effort?
 16 A. They're very hard to reach because of COVID
 17 and because of the time difference. And unless
 18 you're paying them, you know, they're just --
 19 their -- their system works, their software works,
 20 they're just not -- they're just very difficult to
 21 reach.
 22 And they only really answer WhatsApp and so
 23 it's like -- or Skype. And so it's just -- just
 24 because of the time zone and they're just always, I
 25 don't know, they're always traveling somewhere and,

Page 98

1 Does that -- does that mean you don't know the
 2 answer? I just want to be clear. Do you not know
 3 the answer?
 4 A. I don't know the answer. I don't know the
 5 answer. If I knew I needed to get the answer, I
 6 would have had that answer for that, but they -- we
 7 will have them in the next week or so.
 8 So but we took a break because of COVID and
 9 now we're going with a new expert and with our own
 10 development and our own software developer. So we're
 11 basically ready to go. We just have to finish a few
 12 things with the experts and decide who's doing what
 13 and then I will have names.
 14 Q. Are you still working were Ecipio?
 15 A. No.
 16 Q. When did you stop working with Ecipio?
 17 A. We stopped when we were with Pillar because
 18 they were -- Pillar turned out to be not such good
 19 guys and so that didn't work out well.
 20 Q. Why? What was that, the name, this other
 21 name? Pillar? Sorry.
 22 A. Pillar Law.
 23 Q. And why did they not turn out to be good
 24 guys?
 25 A. Because they were criminals.

Page 100

1 you know, one's in Germany, one's in England.
 2 And we started with them 12 years ago, like
 3 when this wasn't even a thing, and now everyone is
 4 getting their movies stolen, so it's just so
 5 different now. So -- so yes, they're not easy to
 6 reach now, and that's why we're making our own
 7 software.
 8 Q. So you communicate with them through
 9 WhatsApp and through Skype; is that correct?
 10 A. Basically.
 11 Q. And when is the last time you communicated
 12 with them through WhatsApp or Skype?
 13 A. Maybe two months ago.
 14 Q. And have you produced those records, those
 15 communications to your attorney?
 16 A. I don't -- I don't think so. I don't think
 17 there's anything to produce.
 18 Q. I'll call for all that production, all those
 19 communications with IP -- IPP.
 20 And do you recall what, what you
 21 communicated about with IPP last over WhatsApp?
 22 A. We were asking basically for some cases. We
 23 were actually asking them for documents that we did
 24 not have. And actually one of our guys who was
 25 communicating with the experts, I forgot about that,

Pages 97 to 100

Page 101

1 he had COVID, and he was not able to get some of the
2 documents.

3 And so another guy in India, who was
4 supposed to organize IPP's information, so this guy
5 getting COVID kind of slowed down getting the
6 information from IPP. And so, yeah, I did forget
7 about that. That guy, Dane, actually it was a bigger
8 deal because he was supposed to get that information
9 from IPP.

10 So we've been trying to get information from
11 them and they've not been very responsive, all
12 because of the COVID and everyone, whatever they're
13 doing. So if we're not working with them, they're,
14 you know, they're not very quick to respond to us,
15 although, you know, we've still paid them all their
16 payments, so they should, you know, they should pay
17 us, so...

18 Q. Did they communicate to you that it was
19 because of COVID they weren't being responsive?

20 A. It -- well, the guy who was supposed to --
21 was dealing with them on our side, he had COVID. So
22 they're just never really that responsive. And so
23 then to couple that with the, with our guy on our
24 team who had COVID, they were very hard to reach.

25 Q. What guy that was on your team got COVID?

Page 102

1 A. Dane.

2 Q. I'm sorry?

3 A. His name is Dane.

4 Q. And who is Dane? What role does he play?

5 A. Dane. He was helping manage the team

6 protecting us from the copyright infringements.

7 Q. And he was a go-between between you and IPP?

8 A. Yeah.

9 Q. What is Dane's last name?

10 A. DeFelice.

11 Q. And do you still work with Dane?

12 A. On a limited basis.

13 Q. Do you communicate with Dane on a -- did you
14 communicate with Dane on a regular basis at any
15 point?

16 A. A long time ago.

17 Q. How long have you -- how long have you
18 worked with Dane?

19 A. I think it's been over six or seven months
20 that he has done anything, you know, on a, on a
21 regular basis for us. He was going to help rebuild
22 the software. And the guy, he didn't vet the guy
23 properly, so long story, so I went ahead and used our
24 own guys that I vetted and did that.

25 Q. How do you communicate with Dane?

Page 103

1 A. Phone.

2 Q. Do you communicate with Dane in any other
3 way besides over the telephone?

4 A. Text.

5 Q. And how often do you -- how often do you
6 communicate with Dane over text?

7 A. I don't know. I haven't spoken to him in
8 two weeks, so...

9 Q. Have you produced your communications with
10 Dane to your attorneys?

11 A. I think if it was relevant, we would have,
12 if there was anything that was relevant.

13 Q. Do you communicate with Dane regarding,
14 regarding your work with IPP?

15 A. We did, yes, but that was when we had a big
16 problem getting all the information because of him.

17 Sorry, I really don't feel good.

18 Q. And do you communicate with Dane regarding
19 your, your alleged efforts to protect your
20 copyrights?

21 A. Yes, we have.

22 Q. When is the last time you communicated with
23 Dane about your copyright protection efforts?

24 A. I don't know. Maybe a few months ago.
25 More.

Page 104

1 Q. Getting to that, what do you do to protect
2 your copyrights?

3 A. What do we do? Send DMCA notices. We take
4 screenshots when we find them being infringed. We --
5 right when I put them up, I look to see how many
6 torrents have stolen them and then we run the, our
7 tracker to track all the IP addresses that are
8 stealing them. So, yeah.

9 Q. And so tracker software, DMCA, screenshots.
10 And what was the fourth one? I'm sorry.

11 A. I think that was it. We run our -- we run
12 our software to track all the IP addresses that are
13 stealing them and then I search on the computer for
14 how, you know, on Google Analytics how many have been
15 stolen and where.

16 Q. What do you mean by take screenshots? What
17 do you take screenshots of?

18 A. I take screenshots of all the websites, the
19 websites that are making fake websites too and, you
20 know, stealing it, and then also besides just
21 stealing for personal use, stealing them for business
22 use as well.

23 Q. So you're saying you just Google sites and
24 if you see your material on a site --

25 A. I just Google -- like say I have a new movie

Pages 101 to 104

Page 105

1 up, and I Google the name of the new movie and then
 2 see where it comes up.
 3 Q. And do you do this all yourself or do other
 4 people do this for you?
 5 A. No. We have a team.
 6 Paul, do you think we can finish later? I
 7 really don't feel good. Is it a possibility?
 8 MR. BEIK: It is about lunchtime. Ramzi,
 9 could we take a break for lunch maybe? It's noon her
 10 time.
 11 MR. KHAZEN: Sure.
 12 THE WITNESS: Yeah. I'm feeling a little
 13 bit nauseous. I need --
 14 THE VIDEOGRAPHER: Do you want to go off the
 15 record?
 16 MR. BEIK: Yeah, let's go off the record.
 17 THE VIDEOGRAPHER: Off the record at 12:04.
 18 (A lunch recess was taken.)
 19 THE VIDEOGRAPHER: We are going back on the
 20 record at 1:22 Pacific time.
 21 BY MR. KHAZEN:
 22 Q. Thanks. Welcome back. So just to ask
 23 first, is there anything, is there any reason why you
 24 might not be able to answer my questions fully and
 25 truthfully today?

Page 106

1 A. No.
 2 Q. Now, you say that you do DMCA takedowns; is
 3 that correct?
 4 A. That's correct.
 5 Q. What's your process for doing DMCA
 6 takedowns?
 7 A. I'm not sure. Well, I guess sometime over
 8 which your client infringed was we used either a
 9 person who was a contractor from Canada, and he has a
 10 DMCA service company, and then we also used some of
 11 the online services, and then we use our programmers
 12 as well.
 13 Q. During what period did you use the DMCA
 14 service company?
 15 A. I can't be exact, but I think he was with us
 16 all the way until 2017 from 2011.
 17 Q. What -- when in 2017 did you stop
 18 contracting with the DMCA service company?
 19 A. I don't have that exact information in front
 20 of me, but he's always available for us when we need
 21 him, so we still do use him at random occasions.
 22 Q. When did you stop using him regularly?
 23 A. I said in 2017.
 24 Q. And you don't have more specific time than
 25 that? Was it mid 2017? Early 2017?

Page 107

1 A. I would probably say mid, but again, I'm
 2 not -- I can't be -- I'm not -- I wouldn't put my
 3 life on it, but I would say mid probably.
 4 Q. And how many times have you used him since?
 5 A. Huh?
 6 Q. How many times have you used him since?
 7 A. How many times have we used him since?
 8 Q. How many times --
 9 A. A handful. A handful of times when we've
 10 had like a really, really big breach. A handful of
 11 times, because he has to send out thousands and
 12 thousands of notices at a time. So instead of having
 13 the computer automate it, he would take on that,
 14 handle all those tasks with the computer software
 15 systems.
 16 Q. What do you mean by handful? Like, how many
 17 would you say is a handful?
 18 A. Five, six, seven, eight, something like
 19 that.
 20 Q. What's the name of the DMCA service company
 21 that you used?
 22 A. I don't remember what his company was named,
 23 but his name is Chris Lahey. I don't remember what
 24 they call it, what his name of his company's name is
 25 called. His name was Chris Lahey, so it was Lahey at

Page 108

1 DMCA services, something like that.
 2 Q. And why did you stop using him regularly in
 3 mid --
 4 A. Because we realized that there was some new
 5 softwares out there. You know, we've been doing this
 6 again since 2007, so that's a long time. And
 7 14 years, software and, you know, what you can do on
 8 the internet with software has really changed, so
 9 that's why we've, you know, we've automated a lot
 10 more things.
 11 So we just, you know, him doing a lot of
 12 things manually just didn't make as much sense, so
 13 that was part of the reason. And I think he was also
 14 doing some other things as well. So he'd done very
 15 well by us and it was probably taking a little bit of
 16 a break, but again always welcome back, good
 17 relationship. It's just that there are more
 18 softwares to use now versus manual solutions.
 19 Q. And what -- what services, if any, have you
 20 used since 2017 for DMCA takedowns?
 21 A. I would need to check with the programmers
 22 for the exact, exact ones, but let me Google that
 23 actually right now to see which one we've been using.
 24 But, you know, I'm just going to say I don't know
 25 exactly. I would need to check with the programmers

Pages 105 to 108

Page 109

1 because I don't want to misspeak.
 2 Q. What programmers are those that you would
 3 speak to?
 4 A. We have programmers in, like I said, in
 5 Ecuador and in Ukraine. We have two teams.
 6 Q. And do you know the name of the people on
 7 those teams?
 8 A. Stanislav is our main programmer on the
 9 Ukraine team. His English isn't that great. And
 10 then Alfredo is our main programmer on the Ecuador
 11 team.
 12 Q. Did you talk with Stanislav or Alfredo in
 13 preparation for this deposition?
 14 A. No.
 15 Q. And did you talk with anyone in preparation
 16 for this deposition to determine what online services
 17 or other services you've used for DMCA since 2017?
 18 A. No, I didn't. I didn't realized you'd be
 19 asking me that since -- what DMCA service I've been
 20 using since 2017. But if you'd like to ask that -- I
 21 mean, that's quite a broad question for a company
 22 like ours, because we are the, I think the most
 23 widely stolen from company in -- and we do everything
 24 we can to stop that, and including, you know, this
 25 with the torrents, which is actually a small percent

Page 110

1 but still a big problem for us.
 2 So -- so, yeah. So it might -- the question
 3 was did I speak to Stani or Alfredo before the
 4 deposition? No, I did not. Their -- their -- their
 5 time is expensive and I mostly communicate with them
 6 on Skype or G Chat anyway.
 7 Q. Please just answer the question that you're
 8 asked. What -- what did you do to prepare for this
 9 deposition to learn what services you used for DMCA
 10 protection since 2017?
 11 A. I wasn't aware I was supposed to do
 12 something to prepare to learn about services we used.
 13 We mostly used, have been using attorneys and have
 14 been doing it manually by finding out the IP
 15 addresses that are infringing on our movies via
 16 BitTorrent, because that is the, you know, by far the
 17 biggest group.
 18 When we just send DMCA notices, they mostly
 19 get, just mostly get removed. So I did not do
 20 anything to prepare for to find out what services
 21 we've used since 2017. I used it myself. I just
 22 don't know the exact name. Like DMCA.takedown.org or
 23 I'm not sure. So I have to check that. I didn't
 24 know that would be a question. If you want to give
 25 me a list of questions before, I'd be happy to look

Page 111

1 at that for you.
 2 Q. Are you aware of any DMCA services that
 3 you're using currently --
 4 A. I'm not aware of the exact name.
 5 Q. -- rights?
 6 A. I'm not aware of the exact names. We're
 7 currently getting ready to file a large batch of
 8 cases of infringing IP addresses. We find that is
 9 the best way to go after the source of the people
 10 really stealing from us. Just, like I said, the DMCA
 11 service companies, they mostly throw them away.
 12 Q. I'd really like you to please focus on what
 13 my specific question is. I'm asking about DMCA
 14 notices. Okay. What services are you using
 15 currently, if any?
 16 A. I told you I do not have a list of those
 17 services. There are many. We switch on a daily
 18 basis. It's a -- I mean, there's so many of them.
 19 You Google it, you'll see, so I don't know the
 20 answer.
 21 (Simultaneous conversation
 22 interrupted by the reporter.)
 23 THE WITNESS: Okay. Got it.
 24 BY MR. KHAZEN:
 25 Q. To your knowledge today, as Malibu's

Page 112

1 corporate representative, are you aware of the names
 2 of any companies that you use for DMCA notices
 3 currently?
 4 A. No, I'm personally not aware of which
 5 companies we're using for DMCA notices.
 6 Q. Do you know approximately how many
 7 companies, if any, you're using for DMCA notices?
 8 A. Probably three.
 9 Q. Are you aware of any consultants that you're
 10 using outside of those companies for DMCA notices?
 11 A. I'm not sure if Dane does that for us
 12 sometimes as an outside consultant.
 13 Q. How much do you pay these services for DMCA,
 14 for DMCA notices?
 15 A. It varies based on the amount of letters
 16 they send out on your behalf.
 17 Q. How many letters has Malibu sent out for
 18 DMCA notices in the last three years?
 19 A. Hundreds of thousands.
 20 Q. And how do you know that?
 21 A. How do I know that? Because -- I'm sorry
 22 I'm repeating the question. Because I supervise
 23 people sending out the letters and the different
 24 softwares sending out the letters. It's just when I
 25 know something is -- when I see a movie or content

Pages 109 to 112

Page 113

1 being infringed on extremely radically, we will send
2 out hundreds of thousands of DMCA notices through
3 services and contractors. And many times Google will
4 listen and take down the links.

5 Q. Do you have any records of how many DMCA
6 notices you've put out in the last three years?

7 A. Again it would be a very large project to
8 compile that, and it wouldn't be something that I
9 would have in my hands now, but I can tell you it's
10 been hundreds of thousands.

11 Q. Do you use any -- strike that. How do you
12 communicate with the companies that do DMCA notices
13 for you?

14 A. WhatsApp, Skype, mostly those kind of web
15 apps because they're usually overseas.

16 Q. Have you produced those records to your
17 attorney?

18 A. I wasn't requested for those records.

19 Q. Have you -- do you have any raw information
20 from any of these companies that you say you use for
21 DMCA notices?

22 A. Any what?

23 Q. Any raw information, any just raw
24 information from them about the DMCA notices?

25 A. What information? What kind of information?

Page 114

1 Q. Do you have contracts with them? Do you
2 have information about --

3 A. There's no contracts. You basically -- you
4 go on and you pick a -- you go on and you basically
5 pick something that -- I don't know if you want me to
6 answer the question by explaining how it works
7 because you're not asking a question that can be
8 answered.

9 Q. Explain how you do it. Explain how you do
10 it.

11 A. Okay. So you go on, and so say you want to
12 send DMCA notices based on a certain movie, right,
13 and that -- so you put in the name of the movie and
14 name of the content or any names of -- the problem
15 with the torrents is they can change the names of the
16 movies and just put whatever they want and they call
17 it whatever they want, and so -- and they do that a
18 lot of times to trick you.

19 But say so on the DMCA services all you can
20 do is put, you know, if you want to put XR and then
21 dash and then movie name and then they'll search
22 where they found it. And then you'll let them know
23 how many letters you want them to send on your behalf
24 and they'll give you a quote on that, and then
25 they'll just bill you as they send them. They like

Page 115

1 automatically like kind of like Google apps.

2 Q. Do you have any records of that?

3 A. Excuse me?

4 Q. Do you have any records of having done this?

5 A. I'm sure, but it would just be -- it's
6 one -- they're a bunch of small records and a lot of
7 other bills and so, like I said, it's not -- it's not
8 been very successful because it's very impersonal and
9 just randomly sending out letters. You know, most
10 people just throw them away.

11 So the people that are really stealing the
12 content are going on the torrents to steal the
13 content or they're going on the tubes, which we're,
14 you know, we'll be handling -- we'll be handling that
15 as well.

16 Q. I'm going to really need you to focus on my
17 question. All right. I'll just repeat the question.
18 Do you have any records of having done this?

19 A. I don't believe I have them. Our accountant
20 might have some records, but it usually would just be
21 a bill and how much is paid.

22 Q. Do you have any records of the requests that
23 you made for takedowns?

24 A. I may have taken a few screenshots. I don't
25 know. I don't keep records of requests. There's so

Page 116

1 much that goes on. So, no, I don't -- I'm not sure.
2 I don't know.

3 Q. And you've -- and you've requested takedowns
4 in the last three years, according to my
5 understanding; is that correct?

6 A. Yes. You can even see it on your web
7 browser. A lot of times it will say Google has had
8 this removed based on a DMCA request, so if you want
9 to search for something illegal.

10 Q. And you're saying you've disposed of those
11 records?

12 A. No, I haven't disposed of them, it's just
13 they change every day so it doesn't really do you any
14 good to keep them. It's just whatever Google says at
15 the moment. So I could take a screenshot of every
16 time they take one down, but it could be back up, and
17 then, you know, and then take it down again and so
18 it's --

19 Q. Sorry. Go ahead. Sorry.

20 A. It's just not something that you would keep
21 a record of because there's -- you would just be like
22 printing out new screenshots every single day, and I
23 don't think you understand the volume that we're
24 dealing with. Like, oh, we have three records
25 because we have three movies.

Pages 113 to 116

Page 117

1 You know, there's thousands of movies, all
2 in eight different formats on the older ones, and so
3 and hundreds of thousands of photos that are also
4 copyrighted works that have been stolen, and, you
5 know, they've been printed in Vogue and things like
6 that and so it's -- it's not just like -- it seems to
7 me that you're thinking like, oh, you have a record
8 of the few DMCA notices we sent. No, this is
9 actually a huge, huge project with thousands and
10 thousands of videos and photos and copyrighted
11 content that not all of it is available even for
12 subscription.

13 So it's just too big to handle by taking a
14 screenshot every time you send out a DMCA run, but
15 and again they're not very successful after we find
16 out, so...

17 Q. I'm asking a broader question. Do you have
18 records of your attempt to take down of --

19 A. Yes.

20 Q. Do you have records of your transactions to
21 show that you have tried to do DMCA takedowns? So,
22 for example, is there a confirmation email that you
23 had signed up with a service, anything? Are there
24 any records? I'm asking a broader question than just
25 the raw data of your DMCA.

Page 118

1 A. I'm sure. I'm sure but I cannot -- I can't
2 promise you that I can find it because I didn't
3 know -- I didn't look -- I haven't looked for it yet.
4 This is the first time I've received this question.

5 Q. So to your knowledge -- so you don't know
6 one way or the other whether you have any record of
7 having attempted DMCA takedowns in the last three
8 years?

9 A. Within the last three years is when we've
10 really brought it in house and so we brought
11 everything in-house. Like I said, we've brought the
12 IPP software, everything has come in house. So
13 within the last three years, that's what I'd say it
14 would be hard for me to promise you records from
15 outside services which were used on a much lesser
16 basis and much larger basis as far as development,
17 cost developing our own system to operate DMCA.

18 Q. But you have no records that aren't in house
19 of you having attempted DMCA takedowns; is that
20 correct?

21 A. That's not what I'm saying. I'm just saying
22 that I can't promise you a whole bunch of records
23 that aren't in house in the last three years, but I'm
24 not saying there are no records.

25 Q. Do you have any records that are not in

Page 119

1 house over the last three years of you attempting to
2 do DMCA takedown?

3 A. I don't know a hundred percent. I can't
4 promise you. I will look -- do my best to look for
5 what you're asking for.

6 Q. Do you have any in-house records of your
7 attempts to take -- to do DMCA takedowns?

8 A. Yes, I'm sure we can, we can provide that.

9 Q. And when you say in-house, this is referring
10 to the two teams of programmers that you have in
11 Canada and Ecuador?

12 A. Yes, and other, other programmers as well.

13 Q. What other programmers?

14 A. Just anyone else who's on the team that is,
15 is good enough to help with the, with the equations
16 and where the notices need to be sent and that can
17 actually, you know, make a script to do it quicker
18 than someone who would just be writing DMCA letters.
19 Like, we're way too big to do that, so we don't use
20 services and do things like that. Like one, you
21 know, it's not like one piece of art or something.

22 Q. Who are those other people on the team?

23 A. Who are the people on the team? Just anyone
24 who has the time.

25 Q. Who are on the team that may have records of

Page 120

1 alleged attempts at DMCA takedowns?

2 A. They would be just -- there would be anyone
3 who has time. So let me see. Alfredo has two people
4 who work under him, and so I don't even know who they
5 are, but they do it. And Stanislav has five people
6 on his team.

7 And so those are -- so we have I think ten
8 in-house programmers. And then we have -- there's
9 another guy we were working with. So, yes, I could
10 provide more records in-house, but these are
11 programmers that come and go, if they come back for
12 projects and then they go and they come back, so
13 they're not on payroll, they're contractors.

14 Q. And all of these people are contractors,
15 correct, when you say --

16 A. Yes.

17 Q. None of the people that are working in-house
18 with you are employees; is that right?

19 A. No. I mean, if you're in another country,
20 you really can't be an employee.

21 Q. All right. So you mentioned three, three
22 types of methods that you allegedly used for your
23 copyrights. I have started software, screenshots
24 that you do yourself in searching, and DMCA
25 takedowns. Am I missing anything?

Pages 117 to 120

Page 121

1 A. I'm sorry, rephrase the question, because a
2 screenshot is not a method of anything. What was
3 your question?

4 Q. You said you took screenshot, you would
5 search for sites and take screenshots. Search for
6 sites that are carrying your content?

7 A. What's the question -- what's the question
8 that you're answering for yourself?

9 Q. I am trying to make sure -- understand that
10 these are the three methods that you said that you
11 used for, for protecting your copyrights.

12 A. Protecting my copyrights. Okay, the three
13 methods you said, okay, that's -- you didn't have it
14 right. A screenshot does not protect your copyright.
15 That has nothing to do with protecting your
16 copyright.

17 Q. I'm using your --

18 A. No, you asked me if I had records of
19 protecting the copyright with outside services, and I
20 said the only way would be a screenshot.

21 Q. Then I'll ask the question again. What
22 methods do you use to protect -- to, to monitor your
23 copyrights?

24 A. We use -- we use in-house, which is our, our
25 teams of programmers to go and when there's been a

Page 122

1 big -- when the videos are getting stolen or the site
2 is getting ripped off. And we use the -- mainly we
3 are -- we're using the BitTorrent to find out the IP
4 addresses that are, that are stealing our movies by
5 BitTorrent. Because between BitTorrent and the tubes
6 is the majority of our infringements.

7 And then we also -- we have used, until
8 2017, a full-time employee who had, who had scripts
9 where he would send DMCA takedown notices. And that
10 would really only work with Google. And so the only
11 way I could verify that would be, you know, I could
12 verify his employment, but as far as verifying what
13 he took down, I could get lists of that and
14 screenshots. But so mainly it's what we're doing --
15 if there's any other way, believe me, we would do it.
16 We tried and there aren't any other way.

17 So number one is the -- what we're doing
18 with Paul, how he's helping us with -- I'm providing
19 him with the technology and the people who are
20 infringing, and then he is legally pursuing the,
21 pursuing, protecting our copyrights.

22 Number two, we have in-house people looking
23 for anything that we can do that is software or
24 technology or we can invent something, working on all
25 things like that.

Page 123

1 Number three, any outside service, which is
2 very expensive and not very effective, but we've
3 tried to utilize whichever ones that we can to see
4 how they work.

5 So that is what we do to, as far as our
6 digital mining copyright privileges and that's it,
7 those three things, and the screenshot is not one of
8 them.

9 Q. Are you working with law enforcement?

10 A. With law enforcement? No, because we are
11 not -- this is not something that can be -- that law
12 enforcement would get involved with, unless it was
13 something that was, you know, violating the rights,
14 like child pornography or something like.

15 I don't think that law enforcement would
16 have -- we don't have any recourse with law
17 enforcement, because even if we gave them the, you
18 know, we'd have to prove they stole a movie, and yes
19 we caught them in the act maybe, but, you know, the
20 amount that law enforcement would pay for -- anyways,
21 to answer the question, no, we're not working with
22 law enforcement.

23 Q. Have you worked with law enforcement since
24 2019 on -- in order to monitor your copyrights?

25 A. Since 2019? I would have to check with the

Page 124

1 lawyers that are making the campaigns to see if
2 anyone did work with law enforcement in their area.

3 Q. You're not aware -- you're not aware of
4 Malibu ever having worked with law enforcement on
5 this, on, on monitoring --

6 A. Well, did come from law enforcement so he
7 was one of -- with the FBI. He was actually the
8 number one guy to take down all of the child
9 pornographers online, and he went through more
10 computers and hard drives. And he's been an
11 excellent expert witness for us when we have to go to
12 court. So -- so he did come directly from law
13 enforcement because he's not technically law
14 enforcement anymore, he's retired.

15 So but -- so but that's the kind of things.
16 This is federal, so they're federal cases and each
17 case is not a very big deal, unless you have them all
18 grouped together. So it's -- yes, we've talked about
19 that, but at this point we are not technically
20 working with law enforcement.

21 Q. Okay. Okay. So let me just ask this then.
22 I really need you just to answer my specific
23 question. I mean, has Malibu Media ever worked with
24 active law enforcement to, to enforce its copyrights?

25 A. I don't believe so, but I can make my answer

Pages 121 to 124

Page 125

1 no if you -- because I just don't believe so. So, I
2 mean, I have been threatened by people for enforcing
3 copyrights that people have threatened to throw acid
4 on me and things like that. And so we -- I have had
5 to have bodyguards for certain amounts of time, but
6 that wasn't to directly protect the copyrights.

7 Q. That's not my question as to whether you
8 hired bodyguards. I'm really needing you to listen
9 to my specific question.

10 A. Well --

11 Q. You worked -- as you work -- I'm sorry?

12 A. I had to make a police report based on the
13 copyright protection. Everyone wanted movies to be
14 free, and that made some people very mad when we
15 were -- when we did the Bellwether trial, and so I
16 got death threats and we had to make a police report,
17 and at that point they, they did assign a bodyguard
18 to me until they had the situation under control.

19 Q. Okay. Has Malibu Media ever worked with law
20 enforcement to stop the alleged piracy of its movie?

21 A. Yeah, we've talked to them about it but
22 that's not something they'll assist us with.

23 Q. I'm sorry?

24 A. That they will not -- they will not assist
25 us with that. That's a federal -- it's a federal

Page 126

1 crime, copyright. So you can't just call up your
2 police department or call 911 and be like someone is
3 stealing my copyright. It doesn't work like that.
4 We would have to -- we are -- what we're doing is
5 what you have to do with any civil complaint. You're
6 a lawyer. We were working with lawyers to, to
7 protect our copyrights.

8 Q. Okay. So let me again ask you the question.
9 Has Malibu Media worked with law enforcement to stop
10 the piracy of its movies?

11 A. I feel like we are working with law
12 enforcement civilly to bring these charges up against
13 people that are stealing our copyrights, and this is
14 as close as we've come to actually working with law
15 enforcement to protect our copyrights.

16 Q. So by "law enforcement" you're meaning the
17 civil courts?

18 A. Right.

19 Q. So other than civil courts, has Malibu Media
20 worked with law enforcement to stop the alleged
21 piracy of its movies?

22 A. The civil courts are not interested in doing
23 that. This is not a case the civil courts are
24 interested in handling. So you can look it up on
25 LexisNexis.

Page 127

1 Q. Please listen to my question. Other than
2 civil courts, has Malibu Media worked with law
3 enforcement to stop the alleged piracy of its movies?

4 A. I don't know. I can't remember every single
5 case. And there might have been a few where law
6 enforcement was brought in and -- but I just, I can't
7 answer that. I don't know. It's been so many...

8 Q. As Malibu Media's corporate witness, I'm not
9 talking about your personal knowledge, I'm talking to
10 you as Malibu Media's corporate witness, as Malibu
11 Media's corporate witness, are you aware of any time
12 that Malibu Media has worked with law enforcement to
13 stop the alleged piracy of its movies?

14 A. I'm not personally aware.

15 Q. And are you aware as Malibu Media's
16 corporate witness?

17 A. If I -- if I go through files where cases, I
18 think I can refresh my memory.

19 Q. Are you aware as you sit here today, as
20 Malibu Media's corporate witness, of any times where
21 Malibu Media has worked with law enforcement?

22 A. Law enforcement or retired law enforcement
23 or just active law enforcement or active?

24 Q. Let's just say -- okay. So in the last two
25 years, in the last two years has Malibu Media worked

Page 128

1 with law enforcement to stop the piracy of its
2 movies?

3 A. In the two -- okay. So I don't know.
4 Unfortunately. I'm trying to answer everything
5 honestly. And Lorri Lomnitzer, she tried to make it
6 her own business, and so she did a lot of the dealing
7 on all the cases, accepted the settlements. And she
8 did follow the law by the book, but if there was
9 anyone interacted with law enforcement, it would have
10 been her.

11 And so there are thousands of files in her
12 office, and we are trying to get them. And I'll be
13 able to answer that question when we see them. And I
14 think Paul knows and Paul is working on getting that
15 done and he's seen that.

16 Q. So what's your educational background?

17 A. I went to Rutgers College and I studied
18 math. Then I worked for a -- and minored in French.
19 And then I worked for a software company called iCode
20 and we made a software called Everest, which was a
21 front to back-end software where you would buy
22 something, it post in the journal.

23 And then I worked for a company that made
24 MRI machines, and we worked with Siemens and sold
25 them to Cedar Sinai, all the three teslas and

Pages 125 to 128

Page 129

1 everything.

2 And then I also worked as a fashion model
3 when I was 12 to 19. And I also worked competing
4 show jumping horses.

5 So I guess I learned from all of those
6 things. So I guess the -- I guess the computers and
7 the modeling kind of turned into the website and the
8 programming and the models.

9 Q. So you have a -- so you would say that you
10 have a technical background?

11 A. Yes.

12 Q. Fair?

13 A. Yes.

14 Q. So you understand IPP's methods when it
15 describes how it, how it detects alleged
16 infringements?

17 A. I do. I do. But the thing is it's been 12
18 years since we started working with IPP. And what
19 people keep not understanding when they're asking for
20 things about IPP is that it still works, it still
21 gets the job done, but it's like using DOS when
22 there's a new program. So -- so that's what -- so
23 that's why it's hard for me to answer why IPP works.
24 Yes, it does work, but our new system is much sleeker
25 and better, and so that's why we're moving in that

Page 130

1 direction.

2 And so, you know, we just, we just want to
3 get everything going in the right direction, and so
4 it's like you're not -- you're not a software company
5 and then you stay with the same software and you
6 don't do upgrades for 15 years. It just -- it
7 doesn't happen. You can't -- you can't -- you can't
8 do that. But it's a huge, huge understanding to
9 change.

10 So -- so, yes, I have a technical
11 background, which is why after almost 15 years we are
12 changing the software that we use to protect our
13 ability to grow as a company and our ability to even
14 do business because we can't compete with free, and
15 this has always been our biggest challenge.

16 Q. I would again just ask you and --

17 A. Well, you just asked me about my education.

18 Q. Different question. Answer my questions
19 because I'm getting these very, very long paragraphs
20 and we're really -- this is just going --

21 A. Okay. Let's go faster then.

22 Q. I need specific answers to my questions or
23 it's just going to keep going on, so...

24 A. Okay.

25 Q. When did you create Malibu?

Page 131

1 A. 2007.

2 Q. Has the -- has it been under the same entity
3 the whole time?

4 A. I believe so, yes.

5 Q. Are there any other business entities that
6 you created that have been involved in the same
7 business as Malibu?

8 A. There are, but that would be a question for
9 my accountant, how they're figuring that out. I
10 don't want to misquote anything.

11 Q. What are your accountants trying to figure
12 out that you're referring to?

13 A. If -- basically if any of the other ones are
14 just holding companies for domain names, and then
15 they would have a contract for Malibu to use that
16 if -- if we even need to do that anymore and, or
17 different companies for programming source code or if
18 we leave that within Malibu, things like that. But
19 Malibu has always created all the copyrighted
20 material and owned the copyrights directly.

21 Q. Do you have any documents to prove that
22 Malibu owns the copyrights?

23 A. Oh, yes, of course.

24 Q. What documents do you have to prove that?

25 A. Well, first off -- first off a copyright in

Page 132

1 the United States is first use. So if you -- so say
2 you created a video and you named it and it has these
3 people in it and so you do -- so based on, based on
4 the people and the video and the content and the
5 exact minutes, your video will actually be first use
6 copyrighted in the United States.

7 And then to take that further, we actually
8 file with the copyright office, U.S. copyright
9 office, and we file under, I think it's type nine and
10 downloadable video content with, with the U.S.
11 copyright office. So basically no one else can ever
12 use our domain name or use a model with a similar
13 title and have the, have a copyright.

14 So basically we protect the copyrights by
15 first having first use, and second we register them
16 with the U.S. copyright office, which you need to do
17 within three months of creating the video and you do
18 it within three months of scheduling and infringement
19 notice.

20 Q. Who produces the videos?

21 A. I do. I manage the directors.

22 Q. Is there anyone else who produces the videos
23 besides you?

24 A. I have a few directors working for me in the
25 Czech Republic, and then I had a few directors

Pages 129 to 132

Page 133

1 working for me here, but with COVID here we've not
 2 been shooting here in over -- in America in over a
 3 year.
 4 (Thereupon Defendant's Exhibit 3
 5 was marked for identification.)
 6 BY MR. KHAZEN:
 7 Q. All right. I've marked as Exhibit 3 the
 8 complaint, the original complaint in this case. Do
 9 you see it?
 10 A. Exhibit 3. Let me go there. I see this.
 11 Uh-huh.
 12 Q. Can you turn to Exhibit A?
 13 A. Exhibit A. One second. Which page is that?
 14 MR. BEIK: Page eight.
 15 THE WITNESS: Page eight?
 16 MR. BEIK: Yes.
 17 THE WITNESS: Okay. Oh, there, okay. So
 18 seven. Eight. No, it goes nine is movies, it has
 19 seven with your -- with Paul's signature and then it
 20 has nine I think. So -- okay. Exhibit A, okay. So
 21 that would be Exhibit A. Doesn't have a page number,
 22 but maybe that is page eight. So is that the list of
 23 the movies?
 24 BY MR. KHAZEN:
 25 Q. Yes.

Page 134

1 A. Okay. Got it.
 2 Q. Do you see this list of the movies here on
 3 Exhibit A to the complaint?
 4 A. Yep.
 5 Q. Do you recognize these movies?
 6 A. Yes. There's one -- that's a list of them.
 7 Oh, he downloaded on '18. Yeah, I made that in '14,
 8 I think that one, Truth or Dare. Supermodel Sex, we
 9 shot that in a house in Malibu. So, okay. So, yes,
 10 I recognize all these movies, uh-huh.
 11 Q. You produced all these movies?
 12 A. Yes.
 13 Q. Did you direct all these movies?
 14 A. No, I did not direct all of them, but I was
 15 on the, on the camera from afar. So I'm kind of
 16 excited to get back to make sure we're getting all
 17 the quality that we always, we always liked to have.
 18 I don't like to have the directors shooting without,
 19 but yes.
 20 Q. Please just answer my question.
 21 A. That's fine. Yes.
 22 Q. Did you write all these movies?
 23 A. Excuse me?
 24 Q. Were there writers for any of these movies?
 25 A. No, I just -- I make -- I write a small

Page 135

1 theme and we just go with that.
 2 Q. Were you an employee of Malibu Media at the
 3 time that these movies were made?
 4 A. I started Malibu. I've never been an
 5 employee. I started -- I sold real estate, too. I
 6 forgot to mention that. I would take my commission
 7 from real estate and I would create movies and code
 8 the website, and that's how it started, so...
 9 Q. Again, please just answer my questions.
 10 A. Okay. So, no, I was not an employee. I own
 11 Malibu Media. I started Malibu Media.
 12 Q. Did you own any other companies at the time
 13 that these movies were made?
 14 A. No.
 15 Q. Do you -- did you ever assign the rights to
 16 these movies to Malibu Media?
 17 A. The movies were always made under the name
 18 Malibu Media. All -- so no.
 19 Q. What does that mean that they were made
 20 under the name of Malibu Media?
 21 A. I'm saying that the rights were never
 22 assigned to anyone else. I was going to let you know
 23 that everyone who worked on the movies signed a
 24 Malibu Media release. They were paid by Malibu
 25 Media.

Page 136

1 They were -- everything was -- if the
 2 equipment was rented, it was rented by Malibu Media.
 3 If it was owned, it was owned by Malibu Media. The
 4 location was owned by Malibu Media, or if it was
 5 rented by Malibu Media or if it was on a, on
 6 location, also Malibu Media paid for that.
 7 So it was -- everything was paid for by
 8 Malibu Media. They were -- the copyrights were owned
 9 by Malibu Media, as far as first use and then be
 10 registered and that's -- and so that's, that's kind
 11 of -- that's that.
 12 Q. When was the first use of let's say the --
 13 take the first one.
 14 A. Okay. So basically it never changes on the
 15 site. I don't know why it's on here still, Kaisa. I
 16 think Kaisa was on 2017 or '18, but let me go look
 17 really quick.
 18 Q. You think first, I'm sorry, is the
 19 publication?
 20 A. Yeah, the publication is when it would be
 21 the first, the first. When it was released is first
 22 use date. But there could be some movies here that
 23 have been infringed that have been taken down because
 24 say the, you know, the girl decided to have children,
 25 she didn't want to be online anymore. And so every

Pages 133 to 136

Page 137

1 now and then I'll get a girl who doesn't want to be
2 an adult model anymore, and we're -- we'll help her
3 take it down and help her on DMCA to get that removed
4 from other sites.

5 So -- so yeah, that's -- so, I mean, I can
6 tell you. I can tell you that one when it was first
7 used. Yeah, it's a while back. So that was -- let
8 me try this. Okay. So they're not -- the titles
9 aren't always have -- there it is. Okay. That's not
10 the full title there, but that is -- that was
11 published 5-3-2019. And you have it on 5-3-2019.

12 Yeah, so usually a lot of times they're
13 actually taken, stolen onto the, onto the BitTorrent
14 the day they're published. That one was published on
15 5-3-2019, as it says here.

16 Q. So do you have any records of anyone who
17 worked on these movies assigning their rights to
18 Malibu Media?

19 A. No. We -- Malibu Media does everything
20 in-house, so there would be no one who assigned their
21 rights on the movies to Malibu Media.

22 Q. And when you say in-house, that means it was
23 done by independent contractors, correct?

24 A. Right, that worked for us.

25 Q. And that you have a contract with?

Page 138

1 A. Yes, of course.

2 Q. And those contracts don't assign their
3 rights to copyrights to Malibu Media, correct?

4 A. They are -- they assign all the copyrights
5 to Malibu Media. They assign all the use, every --
6 they keep no rights for themselves based on whatever
7 they've worked on. If they've been on the set and
8 they've been a gaffer or they've been on camera A or
9 B or they've been, they been just someone carrying
10 their stuff around in the airport, all rights for
11 anything artistic, even behind the scenes, everything
12 is assigned to Malibu Media.

13 So even if they're not even planning on
14 making content, but we might use the content behind
15 the scenes later, we make sure everyone signs a
16 release that no one owns anything as far as anything
17 that they've shot or on any one of our trips or on
18 anything like that. We own all the rights to
19 everything.

20 Q. Do you have copies of all of those
21 contracts?

22 A. I'm sure -- I'm not sure we have it for
23 every trip, but for -- I'm sure I can find all of
24 them though, so, yes, somewhere.

25 Q. All right. And the -- so you're saying that

Page 139

1 the independent contractors, that they assign their
2 rights, that they assign their rights to the
3 copyrights to Malibu Media?

4 A. They never had the rights to the copyright
5 to assign it. So does that not make sense to you?
6 So if you're just going to edit something that we've
7 already shot, just by us asking you to edit
8 something, you don't get a copyright for it.

9 Q. Then why did you follow up with your
10 latest -- that's what at first you said, but your
11 latest answer then said that no, they do assign their
12 rights. So which, which is it? Do they have -- they
13 have terms of the contract with assign rights?

14 A. Just to -- just so everyone -- so just
15 there's no -- just in case they do something else or,
16 I mean, we just don't -- we want to be covered at all
17 costs. So but most of the time just because, like
18 say we shoot a movie and then we want to have an
19 editor edit the movies for us, because we're busy,
20 and so instead of doing that editing in-house, we
21 give the movie to an editor.

22 And I sit -- and I actually work with them
23 and say what music I want and how I want to break the
24 movie down. And he gives us a price, and then he
25 signs a contract that says any of his work product we

Page 140

1 own, you know, a hundred percent. Doesn't -- doesn't
2 even have to talk about copyrights because he never
3 had a copyright. It's just his work product of
4 editing the raw footage.

5 Q. So there's nothing in the contracts that
6 specifies that there's a work made for hire
7 situation?

8 A. They're all for work for hire.

9 Q. I'm sorry?

10 A. All the contracts are work for hire.

11 MR. BEIK: Object to form.

12 BY MR. KHAZEN:

13 Q. And have you produced those contracts to
14 your lawyer?

15 A. I -- I don't know if we have. Like I said,
16 I had COVID for a while and some of our other people
17 did too on the teams in Europe. So I'm not sure
18 exactly what was produced and what was going on. I
19 know there were quite a few things going on during
20 this trial that made it hard for us because of also
21 the moving towards our own, our own persons instead
22 of IPP, because we just don't trust them like fully
23 at this point. And we want to make sure everything
24 is done correctly and so we wanted to check out their
25 past things.

Pages 137 to 140

Page 141

1 So with all of that going on and with, you
2 know, us starting to file and protect our content
3 again, I guess the last thing on my mind would be,
4 would be, you know, did we do one, this or that or
5 something. I mean, it should be done for sure, but
6 we also -- I mean, to answer your questions, we
7 always protect our rights. We always own the
8 copyrights. We have not assigned the copyrights to
9 anyone.

10 Q. And have you -- and does this -- and do your
11 contracts go back to the whole time you've owned
12 Malibu Media you've had the same form of contract?

13 A. No, because in the beginning it was only
14 photos. So we had photos contracts and so we used to
15 sell to Playboy and Penthouse. They had some models
16 that were like slightly naughtier, and so we would
17 actually do like a fashion style shoots with them.
18 And then everyone was very interested in seeing
19 these, you know, girls that do a little bit harder
20 core stuff in fashion style, so that's how it started
21 out as.

22 And then -- and so we of course had
23 copyrights because those were photos, and photos are
24 infringed on all the time. And then when he started,
25 we were one of the first SLRs and we started video

Page 142

1 content. And of course through content you copyright
2 and you make sure to register your copyright and your
3 video for your video content. I mean, that's how
4 they -- YouTube wouldn't exist otherwise.

5 Q. Do you have any proof that these contracts
6 exist?

7 A. Contracts between the copyright office?

8 Q. Contracts between you and any of your
9 independent contractors that have worked, that have
10 worked on the movie, directed the movies, done
11 editing on the movies, anything?

12 A. Yes.

13 Q. What proof do you have?

14 A. We would have work for hire. We would
15 have -- anyone who's ever worked on anything for us
16 will sign a work for hire.

17 Q. And have you produced those contracts to
18 your lawyers?

19 A. I think this all went really fast, and I
20 don't recall being asked to produce that, because
21 I've been extremely busy lately and I think maybe
22 they just didn't want to trouble me with that.

23 But I -- like I said, I'm happy to produce
24 what I can as far as that goes. But we -- we do own
25 all of our -- I don't know where you're trying to go

Page 143

1 with this. We own all of our copyrights. No one
2 else owns any of our copyrights.

3 Q. That's not for you to determine. Please
4 just answer the question that I'm asking. So do you
5 have those contracts in your possession, if they
6 exist?

7 A. They do exist. And they're -- the
8 problem -- I'm just trying to think if they're on an
9 email or on my -- the fax with the -- my fax where I
10 fax to the cloud or if they're in California or in
11 Henderson. So, yeah, I need to find them.

12 Q. Okay. So, yes, if you have those -- if you
13 have those contracts -- your answers are just very,
14 very long. I wish you would just answer my
15 questions. This would move a lot faster.

16 A. The thing is --

17 Q. You do have contracts with your independent
18 contractors that are, with your independent
19 contractors that were available at the time of these
20 movies in Exhibit A of the complaint in your
21 possession; is that correct?

22 A. Okay. So some of them wouldn't require a
23 contract if we did all the work ourselves, so there
24 wouldn't be a contract. Like when I said Truth or
25 Dare, remember I was telling you about that one?

Page 144

1 That would not require a contract because I did all
2 the work myself on that.

3 Q. Which ones of these would require a
4 contract?

5 MR. BEIK: Object to the form.

6 THE WITNESS: I think -- I don't know off
7 the top of my head. That one, Supermodels, all of
8 that. I mean, some -- there's only a few here that
9 would require even any contract that anyone touched
10 them.

11 A lot of them that Brig and I did by
12 ourselves, you know, are -- one of the guys who, who
13 worked with us as camera B also edited, so he had a
14 contract and, a work for hire contract. And then our
15 camera A, actually he was an employee at one point,
16 and he made a lot money. I think we paid him like
17 \$420,000 a year, or something like that, or a lot.

18 And so but most of these are from like 2013,
19 '15, '17. Those would be all shot, those would all
20 be shot by like Brigham and I. So '18, '18, but --
21 Truth or Dare.

22 MR. BEIK: Colette.

23 THE WITNESS: Okay. So, yeah, I don't --
24 there's a few of them that might require a contract,
25 and I don't even know if any of them do.

Pages 141 to 144

Page 145

1 BY MR. KHAZEN:

2 Q. Okay. But you have those contracts in your
3 possession?

4 A. If they require a contract.

5 Q. And you said if it doesn't require a
6 contract, correct?

7 A. Correct.

8 Q. Are the contracts in your possession?

9 A. If they require a contract. I'm looking at
10 most of these movies and they look like they were all
11 done -- like a lot of times, like Brig and I would go
12 away, and he would help me as -- you know, I would
13 sell the real estate, and so I would make the money
14 and we would rent a villa, bring the models and we
15 would make the movies and we would do all the work.16 So there would be, except for the models
17 having a contract, which was a work for hire
18 agreement for X amount of money, they would shoot X
19 amount of films, and that's that. We don't need to
20 worry about copyright contracts with the models, and
21 so there would literally be no contracts required,
22 so...

23 Q. When you say Brigham, that's your husband?

24 A. Yes.

25 Q. And does he have a contract with Malibu

Page 146

1 Media?

2 A. I believe he does for doing some -- yes, for
3 doing a few things now that he does. And he also has
4 a contract to help with some of the FHGs and the,
5 because of the galleries that we send out to people
6 who promote us. And those are picture galleries and
7 stuff, so don't get too excited, they're not what
8 your client stole. And, yeah, that would be -- and
9 then, yeah.

10 So I still don't understand the question.

11 It's like do they require contracts, do I have the
12 contracts? I'm telling you they don't require
13 contracts, and you're asking me if I have the
14 contracts.

15 Q. I really need you to answer these questions.

16 This is getting to be very inappropriate, and also
17 there's no proof that my client stole anything. So
18 please just answer the questions that I'm asking you,
19 okay?

20 A. Okay.

21 Q. Does your -- does Brigham have -- did
22 Brigham have contracts with Malibu Media at the time
23 that he helped to produce the films in Exhibit A of
24 the complaint?

25 A. I don't know, but I believe if he needed to,

Page 147

1 he would have them. He's very -- he's very, very
2 organized like that, so...3 Q. Do you have copies of that, of those
4 contracts?5 A. I would be able to check, yes, but I'm not a
6 hundred percent sure, but, yes, I will check.7 Q. And do you have any contracts with Malibu
8 Media assigning your right, any rights that you may
9 have in the copyrights to Malibu Media?

10 A. No.

11 (Thereupon Defendant's Exhibit 4
12 was marked for identification.)

13 BY MR. KHAZEN:

14 Q. All right. I've marked as exhibit, as
15 Exhibit 3, or, sorry, Exhibit 4 a copy of your
16 website analytics, I believe. Did you see this
17 document, Exhibit 4?18 A. I'm not on it, but I know I printed so I
19 know what you're talking about.

20 Q. Do you see it now?

21 A. I see it.

22 Q. Do you recognize this document?

23 Do you recognize this document, ma'am?

24 A. Yes, I do. Yes.

25 Q. What is it?

Page 148

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

Pages 145 to 148

Page 149

[REDACTED]

Page 150

[REDACTED]

Page 151

[REDACTED]

Page 152

[REDACTED]

Pages 149 to 152

New York
212-273-9911

Hudson Court Reporting & Video
1-800-310-1769
P-Resp_Renew_MSJ138

New Jersey
732-906-2078

Page 153

1 [REDACTED]
 2 [REDACTED]
 3 [REDACTED]
 4 [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]
 23 [REDACTED]
 24 [REDACTED]
 25 [REDACTED]

Page 154

1 Q. How much money did you make from paid users
 2 in 2018?
 3 A. I'd have to check with the accountant
 4 because it's basically -- it's you're asking me a big
 5 tax question. Like are you asking me gross how much
 6 money came in? Like I have to check with every
 7 processors and then see how much affiliates got paid
 8 out and see how much it cost us to make the videos.
 9 And so you're asking me tax questions now for about
 10 someone who may or may not have stolen our movies. I
 11 don't understand. I don't -- I don't know.
 12 Q. I asked you about the exhibit, the movies in
 13 Exhibit A. Is there anything special about them that
 14 sets them apart from any of your other movies?
 15 A. The Exhibit A. No. Where did that go? No.
 16 Oh, page eight. Exhibit A. Okay. Kaisa. There's
 17 some -- there's actually more threesomes than on the
 18 site as a whole. It's more groups of people.
 19 Q. Okay. And you thought -- and you think that
 20 would set these movies apart from any of your other
 21 movies?
 22 A. Yeah, because basically there's an orgy
 23 movie, Strip Poker, Moving Day, I think we have
 24 another girl come in. Supermodel I think so, but the
 25 girls area really, really pretty. Truth or Dare I

Page 155

1 know has four people. So the one with the wife,
 2 obviously that's a threesome, and then the one about
 3 the Hot Threesome, that's obviously a threesome. So
 4 whoever downloaded all these movies on all very
 5 different dates has a thing for threesomes.
 6 Q. Okay. So other than that they involve more
 7 than two people, is there anything else that you can
 8 think of that sets these apart from --
 9 A. No. Some were shot in America. Some are
 10 shot in Prague. Some are shot on location. Some are
 11 shot in lofts. Some are shot in houses. So they're
 12 all very different with different girls. And the
 13 only thing that sets them apart is that they have
 14 multiple -- usually two girls in it and it looks
 15 like, or two girls and two guys.
 16 Q. Okay.
 17 A. On our site that's probably like two
 18 percent.
 19 Q. And you have 1,965 unique videos on XR.com;
 20 is that correct?
 21 A. Right. Right. Uh-huh. So this guy has
 22 probably downloaded from Colette as well, but we
 23 don't actually -- we haven't been pursuing the
 24 copyrights on that site because just, just because.
 25 So that's just too much work to do it on every, on

Page 156

1 every site. So -- so I would say the person that
 2 downloaded these movies has a fetish for an extra
 3 girl or an extra couple.
 4 Q. What are -- what are the most -- do you know
 5 what the most popular videos on your site are?
 6 A. None of these.
 7 Q. Do you have any of that data available?
 8 A. Yeah. If you go to the site, you can
 9 actually click on videos and "most popular."
 10 Q. Now, when it says users, do you have free
 11 videos up on XR.com?
 12 A. No.
 13 Q. So if these users aren't paying customers,
 14 why are they using, why are they using your site?
 15 A. It's the way, the way Google says it. If
 16 they've just gone to the site, they're a user.
 17 Basically just -- once they step on the site, they
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 will turn into a user once they're on the site, but
 23 if they, but if they don't, then they bounce off and,
 24 and they don't become a member.
 25 Q. What do you mean by bounce off?

Pages 153 to 156

Page 157

1 A. They come to the site and they see, oh, we
2 have to pay, and then they don't want to pay so they
3 just like go away and don't pay for it. Or what they
4 do is they look for the movies they want to watch and
5 then they go to the torrents and they download the
6 torrent where they can get them for free.

7 Q. Is that what this bounce rate refers to in
8 the analytics pages then?

9 A. Let me see what it says on there. This is
10 from a long period of time, so it's probably not
11 going to be too accurate. Bounce rate 44. So
12 44 percent of the people that come to the site in
13 that entire time, that's actually a pretty good
14 bounce rate.

15 Most adult site have 70 or 80 percent bounce
16 rate. So 44 percent of the people actually, they
17 just call -- they bounce off. They go get to the
18 site and say, oh, this is a paid site, I don't want
19 to, I don't want to pay, so they just go straight
20 back somewhere elsewhere where they can find
21 something without paying.

22 Q. Are you -- are you -- I'm sorry. Go ahead.

23 A. Or -- or what they do is they find something
24 they want to watch and then they bounce right off to
25 the torrent, because they already have it set up, and

Page 158

1 they start uploading the movies that they want to the
2 torrent, and then they open their door in turn and
3 say, hey, I'm uploading this movie from XR so, you
4 know, anyone who wants to come get it from me can
5 come get it, and can I get anything that you have,
6 and I'm looking for this movie from XR with another
7 threesome, you know, can I come get this movie.

8 Q. How much does a subscription -- so are you
9 meaning to suggest then that the rest of these people
10 that aren't part of the bounce rate became paying
11 customers?

12 A. Excuse me?

13 Q. Are you meaning to suggest that the people
14 that aren't reflected in this bounce rate on your
15 analytics became paying customers?

16 A. I don't know about that actually. I mean, I
17 think they might have been looking for titles anyway,
18 and that they like -- I think they most likely went
19 to, would go to one of the torrents, and if they
20 found movies they wanted, get them from there, or
21 they would Google it and find it on the tube or
22 something like that.

23 They usually don't become paying customers
24 of they're -- if somebody isn't a paying customer,
25 they would go actually from here and visit the

Page 159

1 torrent. So basically I was just looking. There are
2 some people on the torrents and they actually say,
3 oh, came here looking for this movie and things like
4 that, like little notes.

5 So -- so we don't know where they go. Some
6 people go to the torrents and they download them,
7 some of them just bounce back to their email. Who
8 knows.

9 Q. Do you have any evidence that any of them
10 going there are going to the torrents?

11 A. Yeah, we can actually, with our new
12 software, I bet we can get that evidence.

13 Q. That these specific users are going off to
14 the torrents, that's -- you have software that will
15 detect that?

16 A. Well, we're just perfecting it now, so I bet
17 we could get it to perfect that and see what's
18 happening to them.

19 Q. You don't -- you don't currently have that,
20 correct?

21 A. Excuse me?

22 Q. You don't currently have any evidence of
23 that then, correct?

24 A. Well, we do actually have a -- you can go
25 with analytics and you can actually look and see

Page 160

1 where the, the upstream and the downstream goes. So
2 we are doing where does your traffic go after your
3 site and where does your traffic -- like where do
4 they go after they've been on your site and where
5 have they been before. And so you have that in
6 Google Analytics now, and it doesn't work perfectly
7 but there's something that is a -- that kind of
8 works.

9 Q. Have you done that?

10 A. I have. And again, like I said, it doesn't
11 work perfectly. And so these are smaller companies
12 and so -- so, yeah. No, I mean, I can look at it
13 again and see if it's improved at all.

14 Q. How much does it -- how much does it cost to
15 be a member of XR?

16 A. It depends if -- I think you can be a member
17 for like \$20 or \$30 a month, or it's as much as -- I
18 think it was -- so, yeah, it's 20 or \$30 a month
19 basically, and it goes up to I think \$99 for six
20 months. And then I think it's 250 for a year, or 199
21 per year. I'm sorry. 199 per year.

22 Q. You understand that pornography is readily
23 available on the internet for free, right?

24 A. Yes.

25 Q. You understand that threesome pornography is

Pages 157 to 160

Page 161

1 readily available on the internet for free, right?

2 A. Yeah, it's not the same though because it's
3 like it's not high res, it's not -- it's not like
4 fashion model girls. They don't look the same and
5 it's just -- I mean, and so it's just not -- I
6 think -- I just feel like it's not the same.

7 I mean, I see -- I'm members of those sites
8 just for the heck of it because I want to see what's
9 going on with our, with our movies and stuff and so,
10 I mean, what else is competing with us. And there's
11 really not too many left since we're the only ones
12 defending our copyrights. We're pretty much the only
13 small site, like family site left in business.
14 MindGeek has either bought all the rest or put
15 everyone out of business.

16 Q. What evidence do you have that any of the
17 films that are asserted in your complaint have market
18 value?

19 A. Because I can sell them for -- license them,
20 and I can -- and we have people joining every day,
21 and they comment on -- you can look at the comment
22 section. You can see if people even, like from
23 hundreds of thousands of movies ago still downloading
24 them and joining for those movies.

25 Q. What evidence do you have that these

Page 162

1 specific movies that are alleged in your complaint
2 have any market value?

3 A. Again, like I said, because they are being
4 downloaded on the -- and people are requesting them
5 when they request a package of films to buy. Because
6 we don't have many threesomes on our site, so any
7 threesome we have, if someone requests threesomes,
8 like this whole list was, we get to the list.

9 Q. So do you have any -- so you said earlier
10 that you don't have data on which movies, correct me
11 if I'm wrong, but you said earlier that you don't
12 have data on which, which movies are, are most
13 downloaded from your, from your site. Is that not
14 correct, you do have this data?

15 A. It's not exactly correct, actually, no, we
16 don't have the exact data on which ones are
17 downloaded and which ones are downloaded more.
18 It's -- I mean, Google tries to do something but it's
19 extremely off.

20 Q. Sorry, excuse me, so which ones are -- so
21 you don't have data on which ones are viewed more or
22 less often on your site; is that right?

23 A. Well, I mean, you can have -- it's kind
24 of -- I mean, yes and no. It's just not very good
25 data.

Page 163

1 Q. Okay. So you don't have any good date on
2 which movies out of the 1900-plus movies that you
3 have on your site are viewed more or less, correct?

4 A. No, we do not.

5 Q. And so what evidence do you have that the
6 movies, specifically let's say in Exhibit A, have any
7 market value to anyone that's paying to view your
8 website?

9 A. I'm sorry, say again. What evidence do we
10 have that it's...

11 Q. That any of the movies listed in Exhibit A
12 of your complaint have value or are used by any of
13 the people on your website?

14 A. Because I have many comments on them. If
15 you go to the movie on the website, log in, you'll
16 see all the people commenting on whether they like
17 the movie or not. And some of the comments I've
18 hidden, but I get the comment.

19 And when I put the movie up, I can go back
20 and I can see how many people infringed on it the day
21 I posted it. And as you can see, the first one, I
22 just looked it up, and the day I posted it, it was
23 immediately on the torrent sites.

24 Q. Which movie is that?

25 A. Some of the -- Kaisa Slippery and Wet one.

Page 164

1 Q. Do you have any reason to believe that it
2 was not somebody that works with you that was, that
3 posted them on torrent sites?

4 A. Yes, they ultimately would be fired if they
5 did. They're all with me on preparing the lawsuit
6 for stealing our movies. So, no, not in a million
7 years, they wouldn't do that.

8 MR. BEIK: Ramzi, are you getting to a good
9 stopping point for a break?

10 MR. KHAZEN: Sure. We can -- we can go
11 ahead and...

12 THE WITNESS: How many more questions?

13 THE VIDEOGRAPHER: Off the record at 2:37
14 Pacific time.

15 (A recess was taken.)

16 THE VIDEOGRAPHER: We are back on the record
17 at 2:29 p.m. Pacific time. 2:49, sorry.

18 BY MR. KHAZEN:

19 Q. Does Malibu Media have any evidence that
20 anyone specifically looks for XR movies?

21 A. Yes.

22 Q. Does Malibu Media have any evidence that my
23 client looked for XR movies?

24 A. I don't know where he downloaded these from,
25 so the title is always in the -- it's on the movie.

Pages 161 to 164

Page 165

1 So -- and it's on the file name, so I would need to
 2 see what file name that he downloaded.
 3 Q. So you have no evidence, Malibu Media has no
 4 evidence that my client searched for XR movies,
 5 correct?
 6 A. That's not true. I would -- I need -- I
 7 would need to actually look deeper into these, these
 8 IP captures and see if -- because our movies are very
 9 different from other movies, and I would want to
 10 see -- so when you dial it, when you download it, it
 11 will usually say XR underscore dash Kaisa. Like,
 12 that's how we -- that's the format we save the titles
 13 in.
 14 So they're not -- the title aren't saved.
 15 Like they're just made into this for purposes to be
 16 easily readable and to know which movies was
 17 downloaded. But he could downloaded, you know, these
 18 could have all said XR first in front of it, and then
 19 it would look like -- and then there would be
 20 evidence that he was looking for XR, and it's also in
 21 the metadata.
 22 Q. I'm not asking for a hypothetical on what
 23 you may be able to find as evidence. I'm asking you
 24 as you sit here today as Malibu Media's corporate
 25 representative whether you have any evidence that my

Page 166

1 client searched for XR movies?
 2 A. I'd say yes.
 3 Q. What evidence do you have?
 4 A. Well, we have so few threesomes that in
 5 order to pull up that many of threesome movies, he
 6 would have had to type in XR threesomes. I mean, it
 7 would be like almost numerically like proportionally
 8 mathematically impossible for him to pull up all the
 9 threesomes from XR until that day almost, and because
 10 it's a really very small, small amount compared to
 11 the rest of our movies, which are just very vanilla.
 12 So in order for him to get all of those XR
 13 threesome movies, he would have to type in XR
 14 threesomes. I bet I can do it right and the movie's
 15 title will come up.
 16 Q. How do you know he didn't just look for
 17 threesomes?
 18 A. Well, because -- because there would be --
 19 Q. As a hypothetical?
 20 A. Yeah, I mean, of the 32,000 there probably
 21 are more threesomes, but the thing is to get all of
 22 these movies, if you just look for threesomes, I can
 23 do it right now online, actually. Hold on, I'll do
 24 it and I'll tell you I watched -- if I go XR
 25 threesomes.

Page 167

1 Q. Look, I'm not asking you to Google things
 2 right now.
 3 MR. BEIK: Colette, let's just answer his,
 4 answer his questions.
 5 THE WITNESS: Okay. Got it. Okay. So the
 6 first thing that comes up when I search for, just so
 7 you know, when I search for threesome is XR Kaisa,
 8 and then there's a couple of the others ones actually
 9 on the list that come up, and then, you know, there's
 10 a whole bunch of different, different ones mixed in.
 11 But that was -- that's definitely a popular
 12 search term. And Kaisa is the first one that comes
 13 up. So it seems to me like he typed in the word "XR"
 14 because if you just -- if you just look up threesome,
 15 then it's, it's not going to have necessarily all XR
 16 movies. So anyway, but it to me, yes, there will be
 17 evidence that your client searched for XR threesomes.
 18 BY MR. KHAZEN:
 19 Q. I'm not asking whether there will be
 20 hypothetically evidence, I'm asking what evidence you
 21 actually have. And since you don't know what other
 22 movies that were there, then typing in threesome,
 23 your search seems to have dis-proven your point. So
 24 again I'll ask what evidence do you have that my
 25 client, according to your allegations, searched for

Page 168

1 XR's?
 2 A. Because it would be mathematically
 3 impossible for him, over that long of a time span, to
 4 get -- to only to get each threesome like per -- like
 5 each year it might have like three threesomes or
 6 something like that. And so over that time span,
 7 like to only download an XR threesome, I'm sure he
 8 downloaded threesomes from other sites, too, but
 9 obviously he was looking for all XR threesomes.
 10 It's just -- probability. So with
 11 probability there's no probable explaining of how he
 12 would have all of our threesomes in one place over --
 13 how many years is it over? I'm sorry, I just closed
 14 that. Over that much time that, you know, it just,
 15 it's just not, it's just not possible, so --
 16 Q. But you don't know the denominator for that
 17 equation. You don't know the total number of movies.
 18 So, again, that doesn't seem to be evidence to me at
 19 all. So --
 20 A. Every one of our movies -- there are so many
 21 other --
 22 Q. As you've admitted --
 23 A. You know, in the briefing we can discuss all
 24 of that.
 25 Q. As you admitted you said that you were sure

Pages 165 to 168

Page 169

1 that he had downloaded other movies. So according to
2 your hypothetical -- let me just strike -- let me
3 just ask this question. Other than -- other than
4 your -- let me just ask this: Do you -- do you know
5 how many movies this person that you've accused of of
6 infringing downloaded movies?

7 A. Altogether?

8 Q. Yes.

9 A. Over that period of time, at least, I think
10 at least 32,000.

11 Q. So out of 32,000 you think it's
12 mathematically improbable to come up with nine XR
13 movies?

14 A. I think so because it's -- it definitely --
15 nine XR threesomes, basically, because there's so
16 many free movies you can get, so if he's looking
17 for -- so but there are so many free threesome
18 movies, right, and so to get -- to find paid movies
19 that he has to download on a torrent site that that
20 would be mostly XR and -- I don't even know what
21 other movies are paid for anymore that are,
22 especially that are threesomes. So maybe like a
23 Blacked or those Strike Three movies that they're
24 going after. So who knows, he's probably getting
25 sued by them, too.

Page 170

1 But this is, it's my opinion, okay. So you
2 asked a question, and it's my opinion that it is
3 mathematically not probable that he would have that
4 many XR threesome movies in one, in one download.
5 Like not one download over the years.

6 So if you keep coming back and keep coming
7 back for a threesome, so he's obviously watching the
8 site and had on his tracker, and like how you can
9 track on, too, on the, on the torrent sites. So he
10 probably was tracking them, and when a new one came
11 up, he would go find it and download it.

12 So he was a habitual offender and he had his
13 fetish and it's just -- it's too much of a
14 coincidence to say, oh, just by chance he -- you made
15 one threesome movie the whole year and he downloaded
16 it and then he did it again the next year and again
17 the next year. So that's a pretty -- that's --
18 that's quite a coinsurance to me. Once, twice --
19 once or twice maybe. Three times coincidence maybe.
20 Four, five, six, seven, eight, nine, it's not a
21 coincidence anymore.

22 Q. So out of 32,000 movies you find it highly
23 improbable that a person who would be searching for
24 threesomes would hit just nine Malibu movies. Is
25 that your testimony to the jury?

Page 171

1 A. I find it improbable that he would hit nine
2 XR movies because even the -- I don't -- and I can go
3 look and see how many because the Colette movies have
4 also more group things and a little bit harder core
5 on there. But XR, there's almost no site that does
6 kind of a beautiful erotica with a group aspect in
7 it.

8 So it's a very, very niche because most
9 people would want to look at that want to or -- it's
10 very niche and usually they just pay for it. They
11 wouldn't go back year after year unless they're an IT
12 who knows how to, thinks they can beat the tech and
13 just think that no one can beat them. And so and
14 those are -- those are the people that, you know, we
15 make the movies for, and then if they don't want to
16 pay for it, it's difficult.

17 But anyway, let's go on to the question. My
18 answer is it's not probable that he would be -- he
19 would get those movies.

20 Q. Out of those 32,000 other movies that you're
21 alleging, are you aware of whether or not those are
22 copyrighted?

23 A. I'm not aware.

24 Q. And out of those other 32,000 movies that
25 you're alleging, are you aware of whether those

Page 172

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

Pages 169 to 172

Page 173

[REDACTED]

Page 174

1 Q. I have to ask this: Are you under -- are
2 you under the influence of any substances today?

3 A. No. No. I have a really big case going on
4 and I'm just -- I wish we'd answer, but no, I'm not.
5 I guess I'm just trying to -- I don't understand your
6 questions and how they're relating to the case. I'm
7 not under the influence of any substances. Just a
8 Kombucha tea here with ice.

9 Q. So looking back at Exhibit 4, it says that
10 in 2017 -- it gives revenue, subscription revenue for
11 2017 through 2019. Do you see that on the back, on
12 the second page?

13 A. Shoot. I think I closed it. What was it?
14 It was a -- I'm sorry. Oh, there it is. What was
15 the name of your -- the site again?

16 Q. Exhibit 4.

17 A. I know. I know, but it looks like it
18 somehow crashed out or closed me out.

19 Q. Let's go off the record while we get this
20 fixed.

21 A. Okay. So it was --

22 THE VIDEOGRAPHER: Off the record at 3:03.

23 (Discussion off the record.)

24 THE VIDEOGRAPHER: You're back on the record
25 at 3:04.

Page 175

[REDACTED]

25 you it was more like about 12 million a month in

Page 176

[REDACTED]

Pages 173 to 176

Page 177

1 me, actually. I think what's increased actually are
2 the cam girls. So people want live and now. So
3 we're adding that on as well. So people still want
4 to see the movies but some people want to speak to
5 the models live and --

6 Q. I'm sorry. Isn't it also true that high
7 resolution pornography for free has increased during
8 that time?

9 A. It has increased but it's not that much
10 because they really can't get the stolen -- there's
11 not too much you can steal in high resolution, so
12 it's -- it has increased a little bit, but you can --
13 right now what they're doing is they're actually
14 stealing our movies on the tubes -- I'm not going to
15 go there.

16 So just it -- yeah, it increased, but I
17 don't know what this has to do with, you know, people
18 stealing our movies off BitTorrent. But it's gotten
19 much more way huger of a problem for us. And -- and,
20 yeah, and we have to go through things like this of
21 people, you know, that we're -- look how long this
22 takes. I have so many things to do today and we're
23 doing this all day. So -- and I still don't
24 understand how the questions relate.

25 Q. I really need you to just answer my

Page 178

1 questions.

2 A. Okay. Ask one.

3 Q. And your -- the company has a reputation for
4 terrorizing thousands and thousands of people.
5 You're putting them out of their convenience, so
6 please just --

7 A. Terrorizing?

8 Q. So do you have any revenue numbers for 2020?

9 A. 2020 is not yet over.

10 Q. Right. Do you have any year-to-date revenue
11 numbers?

12 A. No, they're not finished yet.

13 Q. Now, how much -- how much does XR spend,
14 spend per year in expenses, on its expenses?

15 A. I don't have that in front of me.

16 Q. Approximately?

17 A. I don't know. I don't have that in front of
18 me. We have a lot of different things going on and
19 it depends on the year, whether we're traveling and
20 whether, you know, just on so many different things.
21 So it's -- and then all this depends on those numbers
22 are before charge-back, before fees to processors,
23 depends which processors we're using. It's just -- I
24 can't guess at that.

25 Q. How much -- how much does XR make per year

Page 179

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

Page 180

1 we're not with her. And now finally we have made our
2 own software, and we have a great team, and we are
3 getting ready to file again.

4 Your client was someone who was with us
5 while we were still doing this for deterrence, but,
6 you know, we didn't make any money because the
7 attorneys cost so much and it's actually very
8 expensive to do this, to bring these cases. It's not
9 our favorite part of business.

10 And, I mean, I'm really overwhelmed running
11 so many businesses, so it's -- we actually -- your
12 answer is zero. And in 2020 we have broken even just
13 being able to pay the bills, like paying our
14 attorneys. And as 2020 goes on and we file our first
15 new batch of suits, I expect us to make money, and
16 that -- because now that I'm actually running, as the
17 lawyer before, and now we have a good lawyer on an
18 IPJ -- an IP attorney who's been with us for ten
19 years, he's just, you know, looking at the drafting,
20 making sure everything is drafting right, make sure
21 if we should move forward or if we should settle, you
22 know, based on the person and based on the district.

23 And then so I would expect we would again
24 make maybe five percent of our, of our income. So
25 it's more of a deterrent really. It's, you know, we

Pages 177 to 180

Page 181

1 have to do something, and we've tried everything. I
 2 mean, if there was something else to do, believe me
 3 we would do it. I wouldn't be in a depo the entire
 4 day.
 5 Q. How much have you paid out to your lawyers
 6 in 2020?
 7 MR. BEIK: Objection, form.
 8 THE WITNESS: Do I answer?
 9 MR. BEIK: Ramzi, I don't think that's -- I
 10 think -- I don't think that's -- I think I'm going to
 11 object on that one because I think that that's, you
 12 know, first of all, there's a bunch of different
 13 matters involved.
 14 THE WITNESS: Yeah, they work on other
 15 things, too.
 16 MR. BEIK: There's a lot of things that I'm
 17 not involved in. There's, you know, specifically
 18 from this case. I think that that's not an
 19 appropriate question for her to answer. I'll assert
 20 attorney-client privilege on that one.
 21 BY MR. KHAZEN:
 22 Q. Are you going to follow your attorney's
 23 instructions not to answer?
 24 A. Yes.
 25 MR. KHAZEN: So, I mean, she volunteered the

Page 182

1 information that she said she wasn't making money
 2 because of all the money she's paying lawyers, and I
 3 feel like I'm entitled to understand what that, what
 4 that's actually going to, if that's going to other
 5 lawsuits, if that's really -- so I would say that
 6 that's been effectively waived at this point. But if
 7 you want to state your objection, I guess we can take
 8 that up later.
 9 MR. BEIK: I'm going to stand on that
 10 objection, Ramzi. I don't think that's appropriate.
 11 BY MR. KHAZEN:
 12 Q. Does -- are you -- has anyone ever -- have
 13 you ever given a security interest in Malibu's
 14 copyrights to anyone?
 15 A. No.
 16 Q. Have you ever used them as collateral?
 17 A. No.
 18 Q. Has anyone invested in Malibu?
 19 A. No.
 20 Q. Has anyone ever invested in or given you any
 21 money in any form in exchange for any interest in the
 22 copyrights?
 23 A. No.
 24 Q. All those copyrights?
 25 A. No.

Page 183

1 Q. Does anyone have a stake in the outcome of
 2 Malibu's litigation?
 3 A. No.
 4 Q. Who -- what is -- so as far as Malibu is
 5 concerned, there's only you as the owner and no
 6 employees; is that, is that correct?
 7 A. That's correct, actually.
 8 Q. And do you have -- do you or any other
 9 entity you associate with, you're associated with
 10 ever receive a loan or investment from, from a
 11 company from Genova?
 12 A. No.
 13 Q. How about Warmblood?
 14 A. No. No.
 15 Q. Did Genova or Warmblood ever file a lawsuit
 16 against you?
 17 A. I don't know if they filed it or if they
 18 just had something leaked to the press to try to
 19 extort us on something, but we're -- it's a private
 20 matter, but we're suing them for damages and
 21 defamation.
 22 Q. Have you ever paid either of them any money,
 23 you or Malibu?
 24 A. They have taken money and paid it to
 25 themselves from our business and pretended to be

Page 184

1 Malibu. So that was another issue within the last
 2 year.
 3 Q. Can you explain that?
 4 MR. BEIK: I'm going -- I'm going to object
 5 on relevance to this because I think that the real
 6 estate dispute in California with Genova is not --
 7 it's a personal matter that involved -- does not
 8 involve Malibu Media, so I'm going to object to form
 9 on that.
 10 BY MR. KHAZEN:
 11 Q. You can go ahead and answer.
 12 THE WITNESS: Do you want me to answer,
 13 Paul?
 14 MR. BEIK: You can answer to the extent that
 15 you know.
 16 THE WITNESS: I have no idea what this has
 17 to do with this, but these, these guys represented
 18 that, you know, at that point we were moving from the
 19 other guys that had stolen money, the copyrights in
 20 Beverly Hills, and they represented that they could
 21 help us run it, even though they weren't lawyers.
 22 They tried to fix us up with a lawyer that
 23 was not good at all and wasn't suited for it. And
 24 then they wanted to run it without being a lawyer.
 25 We said no. They started collecting our judgements

Pages 181 to 184

Page 185

1 without us knowing. They actually had us sign, they
 2 had me sign a power of attorney so they could help
 3 us.
 4 And I read the power of attorney after and
 5 it was just, it was ridiculous, like they could have
 6 loaned money and not loaned money and then they
 7 didn't pay the loan to themselves. They put in a
 8 default rate that they -- and then they paid the
 9 money back through our account that I had no access
 10 to. They set up an account and actually put
 11 letterhead. It said Malibu --
 12 MR. BEIK: All right, Colette, I'm going to
 13 stop you here. That's pending litigation. She's --
 14 THE WITNESS: Yeah, exactly. Yeah, it's
 15 been --
 16 MR. BEIK: -- represented by separate
 17 counsel in that matter, and so she doesn't have her
 18 lawyer. I don't represent her in those cases.
 19 THE WITNESS: Yeah, it was --
 20 MR. BEIK: I'm going -- I'm going to have to
 21 say that I think that, you know, to the extent that
 22 she is getting off into all these facts and, you
 23 know, that --
 24 THE WITNESS: I mean, I don't know what else
 25 to say. I'm just trying to say the truth.

Page 186

1 MR. BEIK: Okay. Okay. Hang on. Hang on.
 2 I hope you appreciate that, Ramzi. She's got other
 3 lawyers in California and Florida and other places
 4 that are representing her in that matter, and as a
 5 result they're not here so I don't know anything
 6 about those, those cases, other than that they're
 7 unrelated to anything that's involved in this lawsuit
 8 or, or what's going on here.
 9 BY MR. KHAZEN:
 10 Q. They're extremely related. These are
 11 companies that claim that they owned, that they owned
 12 these copyrights that are asserted here, so this is
 13 highly relevant. I need to know whether you owned
 14 the copyrights or not.
 15 A. I can't --
 16 MR. BEIK: Hang on. Hang on. You asked her
 17 that question and she answered.
 18 MR. KHAZEN: Yeah, and I don't know whether
 19 her answer is true or not. I'm trying to look into
 20 the voracity of her answers.
 21 THE WITNESS: Well, go look at Pacer.
 22 MR. BEIK: No, hang on. Like I said -- like
 23 I said, Ramzi, the problem here is that she's
 24 represented by lawyers, and those lawyers aren't
 25 here. And so, again, you know...

Page 187

1 MR. KHAZEN: You're her lawyer. That's...
 2 MR. BEIK: Not in those matters, Ramzi. I'm
 3 not -- I'm not a real estate attorney and I'm not
 4 involved in those cases. So, you know, that's what
 5 I'm saying. I represent her in a copyright
 6 infringement case in this, in this matter that we're
 7 here on.
 8 MR. KHAZEN: And there are companies saying
 9 that they own those copyrights, and I'm asking her
 10 about those companies. This is -- how could it be
 11 more relevant, frankly? I can't -- I can't think of
 12 a more relevant question.
 13 THE WITNESS: They're lying. They're lying
 14 and they forged my name and they are lying and there
 15 is still restitution.
 16 MR. MORRIS: This is J.T. Was there a
 17 question pending?
 18 THE WITNESS: He's asking about a lawsuit --
 19 MR. BEIK: Okay. Hang on.
 20 MR. MORRIS: There was a question pending so
 21 I think we need to strike that testimony. Paul, and
 22 I'm sorry to jump in here, are you instructing the
 23 witness not to answer anything about Genova or are
 24 you going to give her leeway to answer factual
 25 matters about the ownership of the copyrights that

Page 188

1 Genova and Warmblood have asserted in that lawsuit?
 2 MR. BEIK: I believe those questions were
 3 already asked and answered.
 4 MR. MORRIS: Then you can make your
 5 objection --
 6 MR. BEIK: Asked --
 7 MR. MORRIS: -- on the record and Mr. Khazen
 8 can proceed with the questioning.
 9 MR. BEIK: I'm sorry, say that one more
 10 time.
 11 MR. MORRIS: I said you can make your
 12 objection on the record and Mr. Khazen can proceed
 13 with his questioning, as long as he's not asking for
 14 privileged information.
 15 THE WITNESS: Well, it is privileged.
 16 MR. BEIK: Well, I'm objecting to it all,
 17 so...
 18 MR. MORRIS: Are you objecting on relevance
 19 or are you objecting on privilege?
 20 MR. BEIK: I'm objecting on relevance and
 21 also on the fact that the questions were already
 22 asked, they were already answered.
 23 MR. MORRIS: Well, that's an object form in
 24 the Western District of Texas, as you know.
 25 MR. BEIK: That's what I said: Objection,

Pages 185 to 188

Page 189

1 form.
 2 MR. MORRIS: Noted. All right. Let's
 3 proceed.
 4 THE WITNESS: Is there a question now or?
 5 MR. KHAZEN: Will the court reporter read
 6 back my prior question please?
 7 THE WITNESS: Sorry, are you reading me a
 8 question you said? I'm actually really exhausted
 9 because I've been working on these cases all -- the
 10 whole weekend and then we had something change. And
 11 so it's this is -- I really thought this was going to
 12 be a couple hours this morning, and I didn't know it
 13 was going to be a whole day.
 14 So you keep asking me if I'm on substance,
 15 on a substance, which is actually I think is rude.
 16 And I'm absolutely exhausted, mostly because dealing
 17 with these criminals, and so...
 18 MR. BEIK: Okay, Colette. Hang on.
 19 MR. KHAZEN: Debbie, would you mind reading
 20 the question back.
 21 (The last question was read back as
 22 follows: "Have you ever paid either of
 23 them any money, you or Malibu?")
 24 THE WITNESS: Did I or Malibu every pay them
 25 personally? That -- I'm going to decline to answer

Page 190

1 that. It's a pending litigation and I think this is,
 2 this is all, this is all pending.
 3 So, Paul, do I need to answer his question?
 4 I mean, we paid them a lot of money but for nothing,
 5 so...
 6 MR. BEIK: Under the rules, unless it's an
 7 attorney-client privilege, then you're required to
 8 answer their question.
 9 THE WITNESS: Well, I'll answer the question
 10 but I can't be specific because this is a -- it's
 11 a -- it is attorney-client privilege as far as --
 12 MR. BEIK: If it's attorney-client privilege
 13 then you don't have to answer, but if it's not
 14 attorney-client privilege then --
 15 THE WITNESS: Well, what's not
 16 attorney-client privilege is yes, we have paid them a
 17 lot of money. And that would be something that is
 18 easily found. And we also sent them a cease and
 19 desist letter to stop acting on our behalf and
 20 pretending to be Malibu when they weren't. And so
 21 that, that would cover what is not attorney-client
 22 privilege.
 23 BY MR. KHAZEN:
 24 Q. Who specifically did you pay, Warmblood or
 25 Genova?

Page 191

1 A. Genova. Genova Capital. That was on a real
 2 estate deal that --
 3 Q. What did you pay them for?
 4 MR. BEIK: Objection to form. Like I said,
 5 I don't -- I don't see the relevance of these
 6 questions.
 7 THE WITNESS: Again that's attorney-client
 8 privilege because we have some big disagreements on
 9 that on what and how much and, you know, and some
 10 games that have been played with us. So Warmblood
 11 we've not paid anything.
 12 They -- Warmblood or Genova, I don't know
 13 which one, they actually wrote themselves checks from
 14 Malibu Media pretending to be Malibu Media and
 15 actually even wrote it to their contracting company,
 16 which I had to go back with the IRS and fix, so they
 17 are -- their father still owes 15 million in
 18 restitution to the government.
 19 These are not nice people. And for some
 20 reason had wanted, have want -- they want to try to
 21 make money off the copyrights. We would never sell
 22 our copyrights. They tried to extort us. Just to
 23 get you so you understand it, they tried to extort us
 24 into giving them half of our business, and they
 25 weren't able to.

Page 192

1 So I don't know if -- because we wouldn't
 2 sign their extortion deal, I don't know if they filed
 3 a lawsuit ever or, you know, if people waiting around
 4 the place when you file lawsuits just saw our name
 5 and leaked it to the Vanity Fair or something like
 6 that. So then maybe they did file it later, but
 7 nothing ever went forward. So it was a year ago and
 8 nothing ever went forward.
 9 They never -- or they're not actually asking
 10 for money, they're just trying to see if they can get
 11 a windfall in any way by pretending they were Malibu
 12 Media and that we give them a service contract to
 13 work for us, like these other lawyers who all stolen
 14 money. Well, we haven't given them a service
 15 contract. And we don't owe them money. They owe us
 16 money. So and the rest is attorney-client privilege.
 17 And as far as our -- it's a very -- it's a
 18 large litigation. And it's, you know, we had it
 19 about finished this weekend and then at 10:00 o'clock
 20 last night they tried to move it to a federal court.
 21 I mean, these are really, really tough guys. So I
 22 have litigators in California working on it. Paul's
 23 not involved. I'm being open with you because I want
 24 you to know this has nothing to do with our case,
 25 nothing to do with you or your client, but it's just,

Pages 189 to 192

Page 193

1 you know, Will Smith gets sued 51 times a year just
2 for, you know, people putting money out there. So if
3 they see the numbers on the copyrights and they want
4 to, they want in on it, it's people like that.

5 We want to run our business and enjoy doing
6 our business and helping the models and, you know,
7 and creating things. Like we're creative people
8 and -- and, you know, we don't -- and I don't want to
9 watch our numbers go down more and more as more
10 people steal from the BitTorrent. These guys just
11 want to sue people and make money doing that, but
12 they -- they're not allowed to buy copyrights to do
13 that so they are trying to pretend they're Malibu
14 Media, which we're suing them for that, and that's
15 where we are.

16 We do not have investors or whatever they
17 wrote, or something weird like that, but, I mean, we
18 don't have any -- they haven't invested anything in
19 us. They -- we -- they haven't paid for any of the

20 [REDACTED]
21 [REDACTED]
22 would be a minimum minimum, and probably more because
23 to shoot that many movies and spend that much money
24 it's -- so there's no way that we say, oh, here, you
25 can have half of our business for helping us with

Page 194

1 something when they didn't even help us or do
2 anything and I didn't sign anything. They doctored
3 that, too.

4 So but anyway, I don't want to get into a
5 case that I have lawyers handling and hopefully doing
6 a good job and we can be finished with them. But we
7 are the title -- we are the -- I -- actually I do,
8 not my husband, he actually, because he didn't want
9 to get involved in lawsuits, he's really just
10 creative, and I said, you know, we have to or we're
11 going to lose, not be able to do business anymore, so
12 he actually signed Malibu Media over to me seven
13 years ago. And so I've been the one that has
14 participated.

15 But, again, I've been so busy with the
16 businesses that I've not been able to really -- you
17 know, and I just trusted the lawyers because they
18 were lawyers. And so the lawyers all pocketed all
19 the money, except now we have great lawyers like Paul
20 and like Jay, and a really great team that is -- and
21 Texas is doing a great job for us by protecting our
22 copyrights, and for just one batch that we filed 140
23 suits about a year ago. So if -- as we start putting
24 up more movies, we're going to need to protect our
25 copyrights more.

Page 195

1 So there you go. That's a long answer. I
2 hope that's good enough for you. Everything was
3 that.

4 BY MR. KHAZEN:

5 Q. What did they try to extort you with?

6 A. They tried to say they were going to
7 foreclose on our expensive house in Malibu on a
8 hundred thousand dollar loan that was not even a
9 loan, it was them trying to put money into our
10 business than they actually already had taken back
11 out of the business, but somehow they had a
12 promissory note that they recorded on the house.

13 This was their -- this is their business.
14 What they do is they like take little ladies' homes
15 when they haven't paid the property tax. So we have
16 a relatively expensive home, and they literally told
17 us -- and so they lost on that. The judge said they
18 were trying to extort us with an illegal foreclose
19 sale. And they, to the last minute, they're saying,
20 just sign this document giving us half of your
21 business and we won't foreclose and you won't lose
22 all the money on your house.

23 And we're like -- and then they're saying,
24 oh, no, but don't wire the money to the trustee, sign
25 this and give us your business. And so literally

Page 196

1 they tried to say, oh, do you want your house or give
2 us part of the business. And so we got an attorney
3 involved and he said this is crazy, you know, you
4 can't get a windfall and just say -- and then also
5 they had been paid the money. We paid it to them
6 again just for good, just so they couldn't say
7 anything. And they have still been giving us issues
8 with the title on the house.

9 So it's been a huge, huge stress. And these
10 are bad guys. They are just sneaky, sneaky, bad guys
11 and it's -- yeah, it's just -- it's very --

12 Q. Do they still claim to have half of your
13 business?

14 A. No, they don't claim to own half of our
15 business at all, no.

16 Q. Did they ever claim to own half of your
17 business?

18 A. No. No. They tried to -- they tried to get
19 us to sign, me actually, to sign the document that
20 would give them half of the business, which we never
21 even spoke about. They were going to maybe help us
22 with the copyrights and they would get some percent
23 for helping with the copyrights, but they
24 misrepresented what they could do, what they couldn't
25 do.

Pages 193 to 196

Page 197

1 They're also of the Mormon faith, so they
2 couldn't even watch the movies. So it was very
3 strange. I still don't understand it. But they -- I
4 think they saw an opportunity that we weren't -- we
5 were letting all these lawyers steal from us so maybe
6 we would let them steal from us, too, so --

7 Q. Did you -- did you have any written
8 agreements with them --

9 A. No.

10 Q. -- with regards to the copyrights?

11 A. No.

12 Q. Did you have any oral agreements with them
13 regarding the copyrights?

14 A. No. No. Only what they wrote down. And
15 then when I wouldn't sign the paper that would make
16 their fake agreement look real, they didn't file the
17 lawsuit. And then I think they filed it like seven
18 months later and then didn't do anything about it,
19 and then now that lawyer doesn't even work for them
20 anymore.

21 So they -- so it's just like whenever you
22 get -- when someone starts seeing you that you might
23 have money or you're making money, you know, people
24 just go after you. And it's just not really fair but
25 it's -- you're always going to be a target, and --

Page 198

1 and it is what it is.

2 So but it's great to have great attorneys
3 like Paul and the great team we have finally
4 together. You know, live and learn. I was like, we
5 didn't know like how quickly we'd start making money
6 with our idea. We didn't know what to do. We didn't
7 know that these tigers were all going to like just
8 wolves in sheep's clothing were all going to come
9 out, so it was, it's, yeah, it's been --

10 Q. What idea are you referring to?

11 A. Well, when we thought of actually making XR,
12 we thought, you know, Brazzers making \$30 million a
13 year and their content is really disgusting and it's
14 all violence against women, and so we thought what --
15 I was still a fashion model at the time, and my ex --
16 well, my husband, he's not my ex-husband, he was a
17 photographer, and he was doing really beautiful
18 fashion nude and art photos, and I said why don't we
19 make movies.

20 Because the DSR was just coming out where
21 you could just bring your photo camera and do videos,
22 and I said why don't we make some movies that are
23 really beautiful, and because he was doing this site
24 called Beauty Effects and we can make it that sex
25 doesn't have to be disgusting, that kids who are all

Page 199

1 getting on the Porn Hub and seeing these women
2 getting hit and, you know, violence against women
3 and, you know, and rape videos and child porn and all
4 these awful things that, you know, MindGeek was doing
5 to the world. And we said, like, what if we just
6 make like really like kind of music videos but it's
7 really beautiful but they're also explicit. And so
8 we had that idea and then all of a sudden it became
9 an actual category and so --

10 Q. You made it for kids?

11 A. Huh?

12 Q. You made it for kids?

13 A. No. I said -- no. And MindGeek actually
14 has, you know, child porn and things like that that
15 people can log on for free and see that. So we, you
16 know, we made -- actually it's really funny that the
17 CEO of MindGeek wanted to buy us. He said our site
18 was so vanilla that he could play it at dinner while
19 he was having dinner with his family and his
20 children.

21 And so obviously it's not that vanilla
22 anymore because we need to go back and take care of
23 our, control of our directors, but with COVID it's
24 not as easy. But the thing is it became a new,
25 beautiful erotica and, you know, and they called it

Page 200

1 like -- it had all these new names of like a new
2 style of, you know, beautiful, fashion model style
3 but still explicit. And so it became something new.

4 And then we had about a hundred copycats,
5 and I think that's why we're one of the most copied
6 sites that there is. So it was -- but we had no idea
7 how successful it would get with just 40 movies. So
8 we were kind of surprised at the time. And then when
9 the New Yorker did a big article on us, you know,
10 everyone just came crawling out of the woodwork
11 trying to get a piece of everything.

12 And I think these guys who are, you know,
13 want to be contractors or whatever some reason think
14 they are also lawyers, which they're not, and, and
15 decided to try to extort us for half of our company,
16 which we didn't let them, and now we are, you know,
17 going on the offensive.

18 Q. When you said fake, you said they made a
19 fake agreement, what were you referring to?

20 A. They -- they --

21 MR. BEIK: Object to the form to all these
22 questions --

23 THE WITNESS: Yeah.

24 MR. BEIK: -- but, again, based off of asked
25 and answered. She just went through the entire

Pages 197 to 200

Page 201

1 thing.

2 THE WITNESS: Yeah, I tried to tell him, you
3 know, what happened and it's -- it was -- it was a
4 DocuSign they were saying I sign, which I didn't, and
5 they, they wrote everything they wanted, like their
6 dream deal. But they knew I didn't sign it so that's
7 why they kept going back and that's why they had the
8 extortion idea because they knew it wouldn't really
9 stand up because I hadn't signed it.

10 BY MR. KHAZEN:

11 Q. And what did -- what did that DocuSign
12 document say that --

13 A. I don't remember actually because I didn't
14 really see it because it was just -- they said they
15 had it. It must have said something about them doing
16 some work for half of -- one thing we never would
17 have to agreed is, so I know this was fake, because
18 it said half the copyrights, not half of the -- and
19 also that's not even legal to give someone half of
20 your income from -- like, it's not nothing. You
21 know, so we never would have agreed to this ever.

22 And so they -- so they put in their wish
23 list of, you know, they wanted to own half of our
24 business so that would mean they could license
25 anything they wanted, anything they wanted just

Page 202

1 for -- but no money. They wanted, in exchange for
2 that they wanted to, I don't know, help with the
3 business or something. It was just so stupid. So
4 and they -- then I guess just DocuSigned my name on
5 it. Who knows, they might have even been at our
6 property when they did it. I don't know but --

7 Q. Did that agreement have any, any agreement
8 for exclusive right to license the copyrights?

9 A. No. No.

10 Q. Have you produced that agreement? Do you
11 have a copy of it?

12 A. No, I don't have a copy of it but my
13 attorneys I'm sure do. But it's -- it doesn't matter
14 because it's a fake agreement that it was not even
15 made by the lawyer, it was made by these guys at the
16 last minute saying, oh, either sign this or we'll
17 foreclose on you, so...

18 Q. And you said -- you said they had power of
19 attorney; is that correct?

20 A. They asked for power of attorney right after
21 they wanted to do a construction project with us,
22 which -- they say, oh, that's normal so we can sign
23 anything we need to sign your name for for the
24 construction project, but they -- actually it was a
25 very hard-core power of attorney where they could

Page 203

1 sign my name on anything. And my husband was smart
2 enough to have them, have a revocation done the same
3 day and we revoked it very, very shortly after,
4 because we figured it out.

5 Q. Is there anything that they claimed to have
6 done in the meantime?

7 MR. BEIK: Object to the form.

8 THE WITNESS: I don't even understand what
9 he, what he said.

10 BY MR. KHAZEN:

11 Q. Is there anything they claim to have done
12 under that power of attorney that you --

13 A. No. No. No.

14 Q. And you said earlier that they had, that the
15 other guys had stolen the copyrights. What were you
16 referring to?

17 A. The lawyers?

18 Q. Yeah. Well, I don't know what you're
19 referring. You said -- you said the other --

20 A. I also referred to 2.4 million in six months
21 in settlements, and he's in jail now because he also
22 stole a lot more from his boss. They were also
23 related to a Mormon group, and so they, they looked
24 normal in Beverly Hills. Thought it would be good to
25 have a lawyer nearby, so that was a big mistake.

Page 204

1 And then we went with a lawyer in Florida
2 who also turned out to be a big mistake who wanted to
3 turn into her business. And she also kept all of the
4 funds. So since the first lawyer who started doing
5 this with us and paid us a good amount of money and
6 did all of our legal work, the last two, because
7 we've been so busy growing our business and our other
8 websites, we haven't had much time to pay to the
9 lawyers. So we thought these guys, oh, they can help
10 us, but then we realized, no, they were worse than
11 the lawyers.

12 And now we do have everything set up
13 where -- like when I first started the first year, I
14 was in depositions all the time. So now we're -- I've been
15 working like crazy but we have everything set up
16 where we are going to, you know, make everything move
17 forward.

18 So, you know, I don't know if that helps you
19 or what you're trying to ask, but I'm just trying to
20 be truthful with you what has been happening and, you
21 know, why we haven't been filing and why we haven't
22 been able to get you all of the stuff from those guys
23 from Germany because it's, you know, we're not --
24 they've also -- they've also been taking money from
25 us and other countries pretending to be Malibu Media

Pages 201 to 204

Page 205

[REDACTED]

Page 206

[REDACTED]

Page 207

[REDACTED]

Page 208

[REDACTED]

Pages 205 to 208

New York
212-273-9911

Hudson Court Reporting & Video
1-800-310-1769
P-Resp_Renew_MSJ152

New Jersey
732-906-2078

Page 209

1 2018, 2019?

2 A. The later years I don't really know because
 3 the lawyers were -- we weren't -- we just weren't
 4 paying attention to it because we were letting the
 5 lawyers pay attention to it and we were just busy,
 6 you know, running our business, which is how they
 7 were making money off our copyright. So -- so I
 8 don't know exactly what the -- the lawyers cost us a
 9 lot of money. I mean not like Paul, he's a great
 10 lawyer, and, I mean, we're so lucky to have found him
 11 and now we have a really great group and we have a
 12 really great head IP attorney.

13 So and I'm now running everything, our team.
 14 That's another thing. It costs -- I pay the team,
 15 the paralegals, investigators, everything, you know,
 16 out of my pocket, even if we're not collecting
 17 anything. And so -- so it's, you know, it's really,
 18 for us, it's really we need to keep the momentum
 19 going of the filing so we stop people thinking that
 20 okay, you know, you can just go, if you want to watch
 21 our movies, you can just go watch them for free. And
 22 we really need to keep spreading that word that you
 23 can't just go watch them for free. If you want to
 24 watch free porn, there is free porn but there
 25 isn't -- there isn't stuff like what we make.

Page 210

[REDACTED]

Page 211

1 3:46.

2 (A recess was taken.)

3 THE VIDEOGRAPHER: We are back on the record
 4 at 3:59 p.m.

5 BY MR. KHAZEN:

6 Q. So you described, you said earlier that your
 7 site is vanilla. Do you consider that the, I
 8 believe -- do you consider that the titles that are
 9 in my, that are in Exhibit A to the complaint to be
 10 vanilla?

11 A. No, not, not really, but, I mean, compared
 12 to what you'd find online now unfortunately they are
 13 a little bit.

14 Q. And you said that you thought kids were
 15 watching porn sites and that this would be a better
 16 way?

17 A. My 13-year-old nephew, he has Porn Hub on
 18 his phone and they literally had a video of a woman
 19 getting punched in the face. So they were just -- it
 20 just seemed horrible, and so the violence against
 21 women, and so, yeah.

22 Q. So this seemed better for kids?

23 A. No, not for kids at all. Kids should not be
 24 watching anything if they're under 18, of course.
 25 But -- but if, you know, like I thought that someone

Page 212

[REDACTED]

Pages 209 to 212

[illegible][illegible][illegible]

1 So I just don't know. Now that we have a
2 new system -- I'm not sure what your question is.
3 Like what do you -- what do you want to know? What's
4 the question?

5 (Thereupon Defendant's Exhibit 5
6 was marked for identification.)

7 BY MR. KHAZEN:

8 Q. So let me direct your attention to
9 Exhibit 5. Do you see Exhibit 5?

10 A. Yes.

11 Q. Do you recognize this document?

12 A. Yes. This would be one of our -- this would
13 be -- yeah, this would be the settlements that came
14 in. Do you -- what dates are these for? These are
15 for -- I don't know what dates they're for. So do
16 you know what dates these are for?

17 Q. No, I don't. This is -- I only have this
18 exhibit.

19 A. Eastern Virginia. It looks like a sampling.
20 D.C., eastern, Eastern California. So this is a
21 sampling from how -- do you know how much time this
22 is, from when to when? So Eastern District New York
23 and eastern district.

24 MR. BEIK: Can we take -- can we take a
25 minute and go off the record?

Page 217

1 THE WITNESS: Yeah, I don't -- like how many
2 times Truth or Dare was taken --
3 THE VIDEOGRAPHER: Does everyone agree?
4 MR. KHAZEN: There's a question pending so
5 she was kind of in the middle saying something.
6 MR. BEIK: Oh.
7 THE WITNESS: I just -- I just wanted -- I'm
8 trying ask what was your question. What's your
9 question? You're showing me this sheet that looks
10 like revenue coming in on the movies that were
11 infringed on.
12 BY MR. KHAZEN:
13 Q. Correct. Is this what -- is that what this
14 is?
15 A. Yes. It looks like it. But it looks like
16 it's only a certain period of time.
17 Q. Correct. Now, so again I want to ask for
18 2019, what was your -- you keep saying that you made
19 no money, but I need to know the revenue. What
20 revenue did you generate in 2019?
21 A. That's what I'm trying to tell you. 2019
22 when, from 2019, August to August, we only filed one
23 set and -- one set of -- one set of filings, and I'm
24 saying we made, I don't know exactly, but it would be
25 on a sheet something like this, and I could get it,

Page 218

[REDACTED]

Page 219

[REDACTED] did

Page 220

[REDACTED]

Pages 217 to 220

Page 221

1 [REDACTED]
 2 [REDACTED]
 3 [REDACTED]
 4 [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]
 23 [REDACTED]
 24 [REDACTED]
 25 [REDACTED]

Page 222

1 say we put a really popular title, and it's -- it
 2 basically then, you know, so we know it will be
 3 infringed on a lot, then, you know, but then lawyers
 4 were doing this. We weren't participating in this.
 5 So it's you're asking me questions that really for
 6 the last six, seven years the lawyers have been doing
 7 this.

8 And so and now we're just about to start
 9 getting filing again. So -- so it's like you kind of
 10 ask me questions that don't even have anything to do
 11 with my business at this point. Your -- your guy who
 12 did or did not, you know, download illegally -- I
 13 mean, he obviously uses the torrent sites. But
 14 anyway, next question.

15 (Thereupon Defendant's Exhibit 6,
 16 Exhibit 7, Exhibit 8 and Exhibit
 17 9 were marked for identification.)

18 BY MR. KHAZEN:

19 Q. So do you see Exhibit 6? Can you take a
 20 look at Exhibit 6 through 9 and tell me if you
 21 recognize these documents?

22 A. 6. Okay. I don't -- I don't know. Is that
 23 a document from you? So, okay. So I'm looking at
 24 them. So, okay. Tell me.

25 Q. Do you recognize these?

Page 223

1 A. I'm looking at them now. I'm seeing them.
 2 Yeah, I do actually. I do. I recognize these.
 3 These are actuaries.
 4 Q. Were you given these and asked to search for
 5 these categories of -- let's just go to exhibit --
 6 A. Yes, I was given these actually.
 7 Q. When were you given, let's say exhibit --
 8 exhibit --
 9 A. I was given them a while ago, and then --
 10 and then given them to sign I think again last night
 11 even, or something, or before, night before. I'm not
 12 sure.
 13 Q. Okay. Did you search for the categories of
 14 documents listed in Exhibit 6?
 15 A. Exhibit 6. Okay. So this was -- okay. So
 16 these were -- these were -- this is a -- this is
 17 not -- this is like way, way too much. I mean,
 18 this -- so I'm not sure what you're asking me. Are
 19 you asking me did I search for these categories?
 20 This is -- yeah, all these movies are
 21 registered, and communications -- if you just go
 22 online to uscopyright.org and you register your
 23 movie, so -- or your whatever, artwork you have or
 24 whatever software code. And so -- so you're asking
 25 for all documents and communications between any and

Page 224

1 all --

2 Q. I asked have you searched for these
 3 categories of documents?

4 A. There's no searching for this. I mean, like
 5 number six, "All documents and communications
 6 sufficient to show any and all income you have
 7 received from licensing the films over the past five
 8 years." I mean, that's -- that's just too big of a
 9 category.

10 So I could go through my taxes and see, you
 11 know, but there's all different kinds of licensing
 12 categories and, you know, it's just -- it's -- it's
 13 doesn't -- it's definitely overreaching as far as to
 14 what has to do with our, what we're talking about
 15 here. "All documents and communication sufficient to
 16 show the annual income you have received from
 17 cease-and-desist efforts, threatening lawsuits, and
 18 filing lawsuit, including" -- okay. So, yeah,
 19 that -- is that -- yes, I went through all this many
 20 times.

21 Q. And did you -- did you find any of these
 22 documents -- did you find the documents and turn them
 23 over to your lawyers that were responsive to these
 24 discovery requests?

25 A. These don't have documents for them. It's

Pages 221 to 224

Page 225

1 like this it's -- okay. It's not -- so for each of
 2 the copyrights, documents and communications
 3 sufficient to show any and all income you have
 4 received from cease-and-desist efforts,
 5 threatening -- threatening lawsuits. You're calling
 6 our lawsuits threatening. So, I mean, that I take
 7 it, but I take -- I think that's not very nice. And
 8 then filing lawsuits, including settlements, related
 9 to the copyright-in-suit over the past three years.
 10 That's not even a question.
 11 That's basically saying that we're
 12 threatening people to get settlement money, and we
 13 haven't received any money for that. So all
 14 documents and communications related to any and all
 15 places you have shared, displayed, distributed, sold,
 16 or offered for sale the films. And all that is just
 17 our website. We only offer it on our website. We
 18 don't offer anywhere else.
 19 So these are all very -- I already spoke to
 20 my attorney about these, and they're very simple
 21 answers. They're -- and but most -- a lot of them
 22 aren't even applicable. Any financial losses that
 23 you claim resulted from any alleged infringement or
 24 impermissible use of the films and your other
 25 copyrighted works. So that would just be, you know,

Page 226

1 that is also in a -- all involved in litigation at
 2 this point with those last two lawyers, number 12.
 3 So, yeah, I looked at all of them and these
 4 are -- they're not -- they're not something that,
 5 that is applicable here.
 6 Q. And how did you determine that they weren't
 7 applicable to this case?
 8 A. Because some of them are attorney-client
 9 privilege, so another one is -- so, for instance,
 10 I'll just go -- if you want me to go through them, so
 11 these are -- okay. So discovery requests, the term
 12 document...
 13 Q. Let me just ask. Are you saying that
 14 they're not applicable or that they don't exist?
 15 That's what I'm trying to understand.
 16 A. I'll tell you. All documents concerning the
 17 registration of the films with the United States
 18 copyright office. That is easy. Those all exist,
 19 and they could be found on the U.S. copyright
 20 website, uscopyright.org. You put in the title and
 21 you'll see we're the owner. Request two, same thing,
 22 uscopyright.org. And then number --
 23 Q. What about your work made for hire
 24 contracts. You sued say 9,000 people. Don't you
 25 think it would have made sense to produce the

Page 227

1 documents that show ownership of these copyrights if
 2 they exist?
 3 MR. BEIK: Object to form.
 4 THE WITNESS: What are you talking about? I
 5 told you we produce -- we produce the -- there's no
 6 work made for hire contracts that apply to
 7 copyrights. We produce them. Like, so if we want to
 8 hire someone to help with lighting, he's going to
 9 work for hire, but that has nothing to do with the
 10 copyright.
 11 BY MR. KHAZEN:
 12 Q. Okay. So you don't have a provision in
 13 there for -- you don't have a provision in your
 14 contracts with independent contractors regarding
 15 copyrights?
 16 A. No. But they don't have any rights to the
 17 copyright. They have no rights to anything. All
 18 they have is their daily rate.
 19 Q. That's for the law to determine, of course.
 20 So the -- did you recently see -- did you see more
 21 recently Exhibit 9?
 22 A. Yes.
 23 Q. And did you search for these documents --
 24 when did you first see Exhibit 9?
 25 A. I think a while ago. And this was your

Page 228

1 counter -- papers, emails, books, journals, ledgers,
 2 memorandum. This, I have no idea what this was. So
 3 tell me what you're asking for here.
 4 Q. So, for example, let's look at request 56.
 5 "Your communications with Genova Capital, including
 6 any discovery or communications regarding a lawsuit
 7 or potential lawsuit." Did you search for this
 8 category of documents?
 9 A. This is an active lawsuit and run by, right
 10 now being as to eight litigators taking care of this.
 11 And I can't give you attorney-client privileged
 12 information with regards to this. I've explained to
 13 you what it's covering, but, you know, we have a lot
 14 of damages on the line here with these people.
 15 And I don't understand why I would be -- if
 16 you're going to file a motion to compel to have the
 17 judge turn over this Genova stuff. I mean, have at
 18 it, but, I mean, this doesn't make any sense to me.
 19 It has nothing to do with -- you're trying to say
 20 your client didn't, didn't download those nine movies
 21 but then you're asking me for all communications
 22 having to do with Genova. Some criminal is trying to
 23 take advantage of us. I don't understand.
 24 Q. So you're claiming that your communications
 25 with Genova Capital, it's your understanding that

Pages 225 to 228

Page 229

1 your communications with Genova are privileged?
 2 THE WITNESS: Yeah, ask --
 3 MR. BEIK: Objection, form.
 4 THE WITNESS: What? Yeah, I mean, ask my
 5 attorney, Murphy Rosen. There -- he's right now,
 6 they pulled another stunt, and we're about to get
 7 them finished and they were so scared that they were
 8 going to get sued for \$11 million that they, they
 9 illegally tried to transfer it to federal court just
 10 now. So -- so we're literally -- literally
 11 illegally, like they weren't allowed to do that.
 12 They just like went in and did it because they were
 13 going to lose. So -- so now I don't know where my
 14 attorney's going but he's going somewhere.
 15 So this is a very stressful, pending
 16 litigation with some really pretty smart criminals
 17 that actually from their religion you'd think they'd
 18 have nothing to do with our business, so it's very
 19 strange, very hard to understand.
 20 So I don't know why with you trying --
 21 you're trying to prove -- I know this is not a
 22 mediation, it's a deposition, but you're trying to
 23 prove that your client did not download these movies.
 24 That's all of this -- that's what this is over, did
 25 your client download these movies.

Page 230

1 Because we've been taken advantage by too
 2 many lawyers in the last, what is it, five years, six
 3 years, and we have been -- and we have then now being
 4 taken advantage of these Genova clowns and -- taking
 5 one from Joe Biden I guess, and so -- and so I don't
 6 understand how that, that has anything to do with
 7 your guy downloading nine of our videos over multiple
 8 years.
 9 BY MR. KHAZEN:
 10 Q. So, for example, if you look back at --
 11 MR. MORRIS: Ramzi, I'm sorry.
 12 MR. KHAZEN: Sorry. Go ahead.
 13 MR. MORRIS: Paul, can we have a little
 14 discussion off the record here?
 15 MR. BEIK: Why don't we talk off for a
 16 second. I don't know what you want to talk about.
 17 MR. MORRIS: Well, what I'd like to talk
 18 about is the question was about whether the
 19 communications were privileged, and the witness is
 20 going off on tangents about Genova's religion and
 21 them being criminals.
 22 I think it would serve us all a lot better
 23 if the witness answered the question directly so we
 24 don't have to be here all night and hopefully we
 25 don't have to seek court intervention. I'm not her

Page 231

1 attorney. I can't control her, but I'm asking you as
 2 a matter of professional courtesy and as a matter of
 3 keeping the record clean that we try to --
 4 THE WITNESS: I shouldn't say things about
 5 them like that, but the thing is we're in the middle
 6 of a --
 7 MR. BEIK: Colette, hang on. Hang on. Now,
 8 the question of whether something is privileged is
 9 obviously I objected to it because, you know, that's
 10 a question of -- that's a legal question. And, and
 11 she can answer the question, because she doesn't, she
 12 doesn't really -- it doesn't seem like she knows what
 13 the question is because of that. But, you know,
 14 whether something's privileged is something that say,
 15 you know, decide.
 16 MR. MORRIS: Okay. And that's fine. And
 17 she can say, I don't have an understanding about
 18 that. But going off on two-minute tangents doesn't
 19 benefit anybody here.
 20 THE WITNESS: Well --
 21 MR. MORRIS: And eventually we're going to
 22 have to stop this deposition and go to the court. I
 23 don't want to do that. I'm sure you don't want to
 24 waste the court's time doing that. But it's getting
 25 to the point where it's bad. I'm just putting that

Page 232

1 on the record and putting that out there for you.
 2 THE WITNESS: What does this question number
 3 56 have --
 4 MR. BEIK: Hold on. Can we -- can we take a
 5 few minutes? Can we take a few minutes, I can try to
 6 talk to my client for another second?
 7 MR. MORRIS: That's fine.
 8 MR. BEIK: Okay.
 9 THE VIDEOGRAPHER: Going off the record at
 10 3:26. Sorry, 4:26. 4:26.
 11 (A recess was taken.)
 12 THE VIDEOGRAPHER: We are going back on the
 13 record at 4:34 p.m.
 14 BY MR. KHAZEN:
 15 Q. Did you understand that your communications
 16 with Genova are privileged?
 17 A. Yes, I do understand that.
 18 Q. That's -- just to be, just to be clear, you
 19 believe that the communications that you have had
 20 with Genova are privileged?
 21 MR. BEIK: Object to form.
 22 THE WITNESS: Yes, I believe they are.
 23 BY MR. KHAZEN:
 24 Q. And what is the, what is the basis for that?
 25 MR. BEIK: Object to form.

Pages 229 to 232

Page 233

1 THE WITNESS: I'm sorry. An ongoing lawsuit
 2 right now. And we have attorneys, we're in the
 3 middle of litigation, and there's many
 4 attorney-client privilege, too much to -- that I
 5 believe it's attorney-client privileged information
 6 in request 55.
 7 BY MR. KHAZEN:
 8 Q. And you believe your communications with
 9 Warmblood are privileged?
 10 MR. BEIK: Object to form.
 11 THE WITNESS: Warmblood, yes, because
 12 Warmblood is Genova. It's -- they're one and the
 13 same.
 14 MR. KHAZEN: And, Paul, I'll just ask you.
 15 I mean, are you asserting privilege over, over the
 16 communications she had with Genova and Warmblood?
 17 MR. BEIK: Ramzi, we served the responses to
 18 these questions, and the responses have objections,
 19 and so the objections are stated in the responses.
 20 And so, you know, again, I already objected to form.
 21 I mean, you're asking a nonlawyer whether something
 22 is privileged or not, and, like I said, I don't -- I
 23 can't answer for her, but I don't think she knows
 24 what you're asking.
 25 THE WITNESS: Right. That was the problem

Page 234

1 before. So I'm going to -- my --
 2 MR. BEIK: Colette, hang on. Colette, let
 3 Ramzi do...
 4 BY MR. KHAZEN:
 5 Q. So turn back to Exhibit 6.
 6 A. Exhibit 6, okay.
 7 Q. See request 22?
 8 A. Yes.
 9 Q. It says, All communications and documents
 10 relating to your investigation of Doe, including but
 11 not limited to investigations performed by IPP or
 12 Computer Forensics, LLC. Do you see that?
 13 A. I see that.
 14 Q. Did you search for your communications with
 15 IPP or Computer Forensics?
 16 A. Yes, I participated with my lawyers, and I
 17 responded to this a long time ago, I believe.
 18 Q. And your response was you said you didn't
 19 have any, other than the communications that were in
 20 the possession of the Lomnitzer firm; is that
 21 correct?
 22 A. That would be correct if it was, yes, if it
 23 was during the years that we were with the Lomnitzer,
 24 because we had -- we were just getting back our, our
 25 intellectual property from her when we were answering

Page 235

1 these.
 2 Q. Have you produced -- have you communicated
 3 directly with IPP at all during this period?
 4 A. No. They were actually not talking to me
 5 because Lomnitzer was paying them more than I wanted
 6 to pay them, so she was communicating with them.
 7 Q. And what years was that, were those?
 8 A. That was I think '17 and '18.
 9 Q. And then in 2019 did you communicate with
 10 IPP directly?
 11 A. Part of -- no, we actually -- when we left
 12 Lomnitzer, we left IPP.
 13 Q. So when you testified earlier that you
 14 communicated with IPP over WhatsApp?
 15 A. Yeah, a couple things that we had still
 16 going on with them, but we didn't -- they weren't
 17 our -- providing the service anymore for us.
 18 Q. That wasn't my question. I was asking
 19 whether you were communicating, whether you
 20 communicated with them and you said no. So when is
 21 the last time you communicated with IPP?
 22 A. Months and months. I don't recall exactly.
 23 I think that's what I said before, too.
 24 Q. Did you communicate directly with IPP over
 25 WhatsApp at all in 2019?

Page 236

1 A. I believe I tried to.
 2 Q. And WhatsApp, did IPP respond to your
 3 communications to them?
 4 A. I believe they tried to get us to pay more
 5 money to get more data from them, and since we were
 6 already designing our own that nothing every
 7 progressed because they wanted more from us than we
 8 were willing to give.
 9 Q. And when did they send you a series of
 10 communications?
 11 A. I don't -- probably -- maybe this was seven
 12 months ago.
 13 Q. And were there any communications with them
 14 prior to that over WhatsApp?
 15 A. I'm not sure.
 16 Q. Were there any communications with them
 17 prior to that over any means directly between you and
 18 IPP?
 19 A. No, I don't believe so.
 20 Q. Did you ever communicate with Computer
 21 Forensics?
 22 A. Is that -- that's it I believe. And, yes, I
 23 believe I did communicate with him.
 24 Q. When is the last time you communicated with
 25 Computer Forensics?

Pages 233 to 236

[illegible][illegible]

Page 239

Page 240

1 it's -- they both do the same time, it's just done in
2 a more modern fashion. Okay.

3 Q. So how do you -- how -- what were your --
4 how were you communicating with Warmblood and Genova?

5 A. Haven't been communicating with them for
6 over a year.

7 Q. When is the last time you did?

8 A. You know what, I can't remember. I can't
9 remember, but I think it would have been on a text,
10 via a text.

11 Q. And when was the lawsuit filed?

12 A. I don't recall the lawsuit being filed. I
13 mean, I wouldn't be able to tell you the date.

14 Q. Was it within the last year?

15 A. Again, I don't recall when it was filed.

16 Q. It could -- it could have been more than a
17 year ago?

18 A. It could have -- yeah, it could have been.

19 Q. And did you file the lawsuit or did they?

20 A. I believe we have filed a lawsuit against
21 them now as well. So, yes. So everyone's -- I don't
22 know what their lawsuit consists of anymore, but I
23 know that we -- what ours consists of, so what is the
24 exact question? Did we file or did they file?

25 Q. Did you file -- did you file -- did you file

1 a lawsuit first against them or did they file a
2 lawsuit first against you?
3 A. I can't recall. I don't -- I don't recall,
4 because I don't know if they ever filed that one.
5 Q. That one?
6 A. I mean, the one that the Warmblood, the only
7 one you have listed. I don't know.
8 Q. I'm not limiting my question to one that I
9 have listed. I'm asking whether you filed a lawsuit
10 against them before you or did they file the lawsuit
11 against you before, before you did? So I'm just
12 asking who filed the lawsuit against whom first.
13 A. Oh, yeah, I don't know. I don't know.
14 Q. The Lomnitzer firm, did you -- you settled a
15 lawsuit with them; is that correct?
16 A. Yes.
17 Q. What were the terms of that settlement?
18 MR. BEIK: Object to form.
19 THE WITNESS: Yeah, the terms were, they
20 were private.
21 BY MR. KHAZEN:
22 Q. What were the terms of that settlement?
23 A. The terms were, they were -- they weren't to
24 be shared.
25 Q. So are you refusing to answer?

Page 241

1 A. I'm actually -- I'm just abiding by the
2 terms of the lawsuit, which were it was I believe,
3 I'm not -- I believe from what my attorney told me
4 that the lawsuit was, was going to be sealed. The
5 terms of the lawsuit were not to be, were not to be
6 shared.

7 Q. Okay. So remember the instructions I gave
8 you, unless your attorney objects and instructs you
9 not to answer that you're to answer the question?

10 A. Okay. So I don't know the exact terms. All
11 I know is that there was some monetary terms, and
12 they were -- and then we were supposed to get all of
13 our IP copyright back, and they were supposed to do
14 some more things that they had done wrong and provide
15 us with some accounting and things like that, but it
16 was -- it was just basically an agreement that we
17 could move on and, you know, everyone moves on, and
18 but it was again privileged so much, in so much of a
19 way.

20 Q. What do you mean by you were entitled to get
21 your IP and copyrights back from the Lomnitzer firm?

22 A. She still had all of our accounting
23 information. She still had all our copyright
24 certificates. She was having them sent to her office
25 and -- and so on and so forth. Anything to do with

Page 242

1 our copyrights and trademarks she had in her office,
2 and all of the -- she had all of the data from IPP,
3 since they'd been sending it, so she had all the data
4 and also the data from India where it was, where they
5 had revised the data from IPP. So that's what I
6 mean.

7 Q. What data was in India that was revised by
8 IPP?

9 A. Every time --

10 Q. What data was revised in India of IPP?

11 A. Every time we got data from IPP, the guys in
12 India, the, I think you call them computer something,
13 that's probably their real name, but he would
14 actually have to take that data and run it through a
15 tracker and run it through a program that actually
16 brings out the geolocation of the IP addresses.

17 So he'd have to go through everything that
18 IPP gave him and then bring up the geolocations and
19 then put them into districts and then put each video
20 with how many hits on the title. And so -- so that
21 was something that was important that be done. And
22 actually our new software, that's -- we built that
23 in, the geolocation.

24 Q. Did the agreement, the settlement agreement
25 with the Lomnitzer firm agree to give you any rights

Page 243

1 back into the copyrights?

2 MR. BEIK: Object to form.

3 THE WITNESS: They didn't. They never got
4 any rights.

5 BY MR. KHAZEN:

6 Q. What rights did they claim to have?

7 A. None. They behaved cowardly but if I spoke
8 to her face, she did claim any rights.

9 Q. How much was the monetary settlement between
10 you and Lomnitzer?

11 A. I don't recall but I do know --

12 MR. BEIK: Form.

13 THE WITNESS: -- we did not pay anything.

14 BY MR. KHAZEN:

15 Q. Did they pay anything to you?

16 A. There was money in the trust account, and I
17 don't remember what happened to it, but I know
18 nothing came out of our pocket.

19 Q. You don't know if you paid anything? You
20 don't know if you paid anything?

21 A. No, nothing. I'd say nothing came out of
22 our pocket. I don't know if she had money left over
23 from us, because she didn't give us all that
24 accounting fully, but I'm just saying that nothing
25 came out of our pocket to her.

Page 244

1 Q. Was she allowed to keep any of your money?

2 A. I don't know that answer either. I do know
3 that she was acting uncollectible and very, very
4 difficult, and we wanted our intellectual property
5 back. So if there was money left over there, it was
6 just a little bit, we probably let her keep it in
7 exchange for getting all of our information back.

8 Q. Now, when you say you're getting your
9 intellectual property back, what do you mean?

10 A. The -- you already asked this three times,
11 but the, the -- all of our copyrights from the
12 government, the copyright forms, the -- all the
13 communications with IPP, all of the spreadsheets, all
14 of the people that we had settled with.

15 It's all -- these are all also not supposed
16 to be shared. I mean, we don't share the names of
17 anything, just like anything to do with a copyright
18 protection. So we needed to get all of that back
19 from her office. She had everything sent to her
20 office like she was Malibu Media.

21 Q. Has she returned all those things to you?

22 A. I believe she just returned them. So I know
23 Paul had to send her for the last batch a prepaid
24 FedEx, and so she's returned most everything. She
25 had one more small batch to send back.

Pages 241 to 244

Page 245

1 Q. One more batch to send back, did you say?
 2 A. I think so, yeah. But I think it's back.
 3 Q. When did you receive the bulk of it?
 4 A. I believe she's been sending it over the
 5 last -- ever since we've gotten these questions.
 6 We've been on them every day to send it, but they're
 7 so disorganized. I don't know that they're that
 8 organized. And we've been waiting and, you know, and
 9 politely asking every day and getting what we can and
 10 it's been sent to my attorneys.
 11 Q. Do you send copies of your films to IPP?
 12 A. No.
 13 Q. So how do they -- how do they know to
 14 compare them?
 15 A. They compare them with the ones I upload to
 16 the website.
 17 Q. And are they able to download copies of your
 18 films?
 19 A. Yes.
 20 Q. And is there any way to know whether or not
 21 they're seeding the internet with your films in the
 22 first place?
 23 A. They're not.
 24 Q. How do you know?
 25 A. Because I know because I know the way their

Page 246

1 software works and that would be illegal.
 2 Q. Is that the only reason you don't believe
 3 they're seeding your, your, the internet with your
 4 copyrighted works?
 5 A. Well, we're not working with them anymore
 6 and nothing has changed. The internet is still
 7 getting filled with our copyrighted works.
 8 Q. I mean, you mentioned that they're actually,
 9 that they're actually making money in Europe off of
 10 the, off of the proliferation of your works; is that
 11 correct?
 12 A. I don't know for sure but it seems like they
 13 are because I've been, I've been trying to contact
 14 some attorneys that they're still working with, and
 15 it's not just our movies but I believe that they are
 16 trying to collect on our movies. So I'm still
 17 investigating that, and we're in the middle of
 18 investigating that, so that's -- I don't know the
 19 answers.
 20 Q. Did you not testify that you believed that
 21 they had made \$400,000 already on -- from --
 22 A. I do believe that. It hasn't been proven,
 23 but I do believe that.
 24 Q. And is that illegal for them to do?
 25 A. Yeah. They would owe us the money but it's

Page 247

1 in Europe so it's not easy to get, so...
 2 Q. So IPP operates illegally, in your opinion?
 3 A. No, I didn't say they were operating
 4 illegally --
 5 MR. BEIK: Form.
 6 THE WITNESS: -- but I think that they're
 7 you know, costing me money where they can. I don't
 8 know for certain. So and they -- what they do with
 9 the data is not illegal when someone buys -- when
 10 someone purchases, wants to find out if their IP
 11 address is -- if their movies are getting stolen by
 12 which IP addresses, they can provide those services.
 13 And so since they can provide those
 14 services, and then if you don't want to take them up
 15 on their services in Europe, I wouldn't put it past
 16 them to just go ahead and just accept the money
 17 themselves then.
 18 BY MR. KHAZEN:
 19 Q. And it's your belief that they are
 20 collecting money that is owed to you illegally in
 21 Europe; is that correct?
 22 A. Yeah, I don't want to testify to that
 23 because I haven't investigated it far enough, but I
 24 do have one lawyer that has been telling me that and,
 25 and maybe one or two others and so it's very -- I

Page 248

1 just haven't had time to handle this yet. So I don't
 2 feel like this has anything to do with what we're
 3 talking about, and I don't want to say something
 4 about someone until we've gone to court.
 5 Q. Yes or no, in your opinion IPP is operating
 6 illegally and enforcing your copyrights in Europe?
 7 MR. BEIK: Objection, form.
 8 THE WITNESS: I don't know. I don't know.
 9 BY MR. KHAZEN:
 10 Q. You don't have an opinion? I'm asking for
 11 your opinion.
 12 A. I can't give an opinion on something like
 13 that, but that's a legal -- that's a very serious
 14 legal thing to give an opinion on.
 15 Q. So yes or no, do you suspect that IPP is
 16 illegally enforcing your patents in Europe?
 17 MR. BEIK: Object to form.
 18 THE WITNESS: I'm not going to give that on
 19 the record, I'm sorry.
 20 BY MR. KHAZEN:
 21 Q. I need you to answer my question.
 22 A. I don't know. I'm not going to say on the
 23 record that what I think IPP is doing or not doing in
 24 Europe. I just can't know that. I can't know for
 25 sure until I have a lawyer investigate, tell me for

Pages 245 to 248

Page 249

1 sure.
 2 Q. I need to know your, what your -- that's not
 3 my question. I asked -- my question is what do you
 4 think. So I need -- you need to answer my question.
 5 In your opinion is IPP operating illegally by
 6 enforcing your patents in Europe?
 7 MR. BEIK: Objection, form.
 8 THE WITNESS: I don't know. I do not know
 9 whether they're doing that. I can't answer that.
 10 I'm not IPP. I'm not the lawyers that may or may not
 11 be giving them money. I do not have those answers.
 12 All I -- all I can do is suspect it. So I can --
 13 there's no answer I can give you.
 14 BY MR. KHAZEN:
 15 Q. Do you suspect that IPP is enforcing your
 16 patents illegally in Europe?
 17 MR. BEIK: Object to form.
 18 THE WITNESS: I'm not putting that on the
 19 record.
 20 BY MR. KHAZEN:
 21 Q. That's not -- I'm asking again. Do you
 22 suspect that IPP is enforcing your patents illegally
 23 in Europe?
 24 MR. BEIK: Objection, form. Ramzi, she
 25 answered it three times. She said she does not know.

Page 250

1 That is an answer.
 2 THE WITNESS: I do not know. I cannot know
 3 that to a point where I can put it on a legal form,
 4 unless I have actually taken them to court and
 5 verified it.
 6 BY MR. KHAZEN:
 7 Q. I didn't ask if you know for sure, so I'm
 8 going to ask the question again. This is getting to
 9 the point where you're just refusing to answer my
 10 questions. So do you suspect that IPP is illegally
 11 enforcing your copyrights in Europe?
 12 MR. BEIK: Objection, form.
 13 THE WITNESS: I'm not going to answer
 14 whether I suspect something or not. That's -- it's
 15 not okay to do that, because if they're not, I'm not
 16 going to slander them and say they are. I'm going to
 17 go to court and do it correctly.
 18 BY MR. KHAZEN:
 19 Q. You're refusing to answer my question?
 20 A. No, I'm not refusing to answer your
 21 question. I'm refusing to slander someone when I
 22 don't have all the information.
 23 Q. You testified earlier that you, that you
 24 suspected that they stole \$400,000 from you by
 25 illegally enforcing your patents from Europe. Were

Page 251

1 you lying then?
 2 A. No.
 3 Q. Has your testimony changed?
 4 A. That wasn't a direct testimony, that was
 5 just a little bit of color as to why we -- things
 6 weren't working out between IPP and us.
 7 Q. A little bit of color? So it wasn't
 8 truthful?
 9 A. I don't know. It's not a fact. It's
 10 something that has to be investigated. And when
 11 you're investigating something like that, you might
 12 not, you know, you might not work with the person on
 13 something else.
 14 Q. Where did you come up with the number
 15 400,000?
 16 A. I estimated over how many months it's been
 17 and how much they had been paying themselves from one
 18 lawyer.
 19 Q. So wouldn't that give them incentive to seed
 20 the internet with your, with your copyrights if
 21 they're making money off of it?
 22 A. Well, they're not now --
 23 MR. BEIK: Form.
 24 THE WITNESS: -- for sure, so. I mean, they
 25 are -- we would never let them seed the internet. I

Page 252

1 [REDACTED]
 2 [REDACTED]
 3 [REDACTED]
 4 [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]
 23 [REDACTED]
 24 [REDACTED]
 25 [REDACTED]

Pages 249 to 252

Page 253

1 And then Lorri left with us a bunch of bills
2 so it was very, you know, it was eaten up pretty
3 quickly. And then, you know, going through cases
4 like this with you, I have to pay for that, too.
5 So and then I said I didn't how much we
6 have -- that made -- with that sheet you were given
7 is all the infringements on the movies that we're
8 alleging that your client has downloaded. Those are
9 just how many times those movies have been downloaded
10 so is what you asked for.
11 Q. Did that include the legal fees for against
12 the Lomnitzer firm?
13 A. Does that include legal fees against the
14 Lomnitzer firm?
15 Q. The Lomnitzer firm?
16 A. I don't recall, but it was -- those fees
17 were minimal.
18 Q. Does it include the legal fees in the suits
19 with Warmblood and Genova?
20 A. No.
21 (Thereupon Defendant's Exhibit 10
22 was marked for identification.)
23 BY MR. KHAZEN:
24 Q. I'm marking as Exhibit 10 a document.
25 A. It's already 5:00. I really need to...

Page 254

1 Q. I'm sorry?
2 A. I just -- I just -- there's so much I still
3 need to do today. I mean, is there any way that we
4 can -- is there...
5 Q. We can take a break any time you'd like.
6 A. No, not a break, it's just it's already 5:00
7 and I had some really important calls I had to make
8 today. I didn't realize this would take the whole
9 day.
10 Q. Yeah, I just -- well, if you need to take a
11 break, we can take a break.
12 A. How much longer do you think?
13 Q. I'm not sure. It depends on the answers you
14 give me. I've been getting long minute, many several
15 minute long answers to very straightforward
16 questions, so this is taking --
17 A. I kept -- I keep --
18 MR. BEIK: Hang on. Hang on. Do we want to
19 go off the record here or...
20 THE WITNESS: I think we should go off the
21 record.
22 MR. KHAZEN: Well, regardless, do you need
23 to take a break, because I just -- I'm not exactly
24 sure. We can maybe take a break and discuss it.
25 MR. BEIK: Let's take a break.

Page 255

1 THE VIDEOGRAPHER: Okay. Everyone agrees?
2 Off the record at 5:02.
3 (A recess was taken.)
4 THE VIDEOGRAPHER: We are going back on the
5 record at 5:15 p.m.
6 THE WITNESS: Okay.
7 BY MR. KHAZEN:
8 Q. So can you take a look at Exhibit 10,
9 please?
10 A. Yes, I see it.
11 Q. Do you recognize this?
12 A. Yes.
13 Q. What is it?
14 A. It's a Twitter post.
15 Q. Is it your Twitter post?
16 A. It's either mine or one of the guys who does
17 Twitter for us.
18 Q. So how many people control your Twitter, XR
19 Twitter account?
20 A. We have three people who work on -- there's
21 actually multiple Twitter accounts. XR Europe.
22 There's -- we don't have to get into it, but there's
23 multiple. There's maybe ten social media accounts
24 for XR.
25 Q. Who controls this particular XR Twitter

Page 256

1 account in Exhibit 10?
2 A. Seb.
3 Q. Do you have any control over this?
4 A. I have control over this as well.
5 Q. Do you -- do you -- do you monitor it to
6 make sure that it's accurate?
7 A. I do.
8 Q. Do you see here it says "while we prepare a
9 massive plan to protect our content"?
10 A. Yes.
11 Q. What is -- what is this massive plan that
12 it's referring to here?
13 A. I guess -- I guess I was sending out a
14 little warning to MindGeek.
15 Q. What is that? What is -- why would you be
16 sending a warning to MindGeek?
17 A. They own tube sites and they post our videos
18 illegally there.

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

Pages 253 to 256

Page 257

1 [REDACTED]
 2 [REDACTED]
 3 [REDACTED]
 4 [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]
 23 [REDACTED]
 24 [REDACTED]
 25 [REDACTED]

Page 258

1 even pay attention, and so that's -- that was part of
 2 the problem. So and we do -- and we do it to be a
 3 deterrent for the people on the torrents, because if
 4 they think they're going to get sued for taking an XR
 5 movie, they might think twice and they might actually
 6 join the site instead of stealing a movie.
 7 Q. Has it been effective?
 8 A. I can't -- we can't really tell right now
 9 with COVID and with MindGeek. I wouldn't want to
 10 stop. I'd be scared to stop and see what would
 11 happen because our movies are stolen much more than
 12 any other movies, even with -- but a lot of people,
 13 they post online, on Twitter, and all the trolls post
 14 that, you know, that they will -- people will get in
 15 trouble if they steal our movies. And so when we
 16 file, it's definitely effective just when they know
 17 we filed that we get more sign-ups because people
 18 don't go to the torrents.
 19 Q. On what basis do you -- on what basis do you
 20 have to claim that your stole, that your IP is
 21 allegedly stolen more than other people's?
 22 A. If you have more than five movies that
 23 you've downloaded in full from our site, I would say
 24 that that shows a habitual offender definitely. Even
 25 just -- even just two. Even just one is still

Page 259

1 stealing. I mean, content is, you know, it's up to
 2 150,000 for a judge for not using -- for your
 3 personal use up to 250,000 for using -- stealing it
 4 and selling it.
 5 Q. How much did it -- well, let me -- that
 6 didn't -- please let me restate my question because I
 7 don't think you addressed the correct question. I
 8 said on what basis do you, is it that you came to the
 9 conclusion that your IP is allegedly stolen more than
 10 other people's, more than others?
 11 A. We've done research on that like throughout
 12 the years with different lawyers. And for some
 13 reason if you Google them, like there's almost no
 14 other address that's stolen as much as ours is. It
 15 says, you know, XR.org, XR hunter. I mean, on the
 16 torrents they have more XR movies than, than any
 17 other, you know, single, single site.
 18 So it's -- and there's just so many UDOP
 19 cases, too, where they actually make websites and
 20 then they send you to the torrents to go download the
 21 movies for free. So if you search XR free, you'll
 22 just see so many of the free sites it's just, it's
 23 just ridiculous.
 24 So I've -- I've actually been holding off on
 25 putting up new movies until we can get filing again

Page 260

1 and suing the -- because our really loyal people will
 2 stay, and because there's, you know, 2,000 movies for
 3 them to watch. And when I put up a new movie right
 4 now, it just gets immediately stolen off the torrent.
 5 Like as you saw that first movie I looked up
 6 with Kaisa in it, it was on the -- it was stolen the
 7 day I put it up. And this happens with, within two
 8 minutes of it being put up. It's -- it's on the
 9 torrents and then within two hours it's on the tubes
 10 as well.
 11 And both the torrents and the tubes are
 12 impossible to DMCA. They just throw it in the
 13 garbage. The tubes you can't even reach because
 14 they're out of the country, and, I mean, the
 15 torrents, I'm sorry, you can't reach because they're
 16 out of the country, so the DMCA notices does nothing.
 17 That's our only legal line of defense if we don't
 18 actually go this route and actually file a lawsuit.
 19 And on the tubes they don't list that DMCA notices at
 20 all. They're also mostly based out of the country.
 21 Q. Do you have any data to back up your claims?
 22 A. Yeah, I have lots of data.
 23 Q. Have you produced that data?
 24 A. No, we haven't produced it yet.
 25 Q. Why not?

Pages 257 to 260

Page 261

1 A. Well, we haven't started a lawsuit yet.
 2 It's going to be very expensive.
 3 Q. Have you produced that data -- why haven't
 4 you produced that data to, to us?
 5 A. To you?
 6 Q. Yeah.
 7 A. What data?
 8 Q. The --
 9 A. I haven't even sorted the data out for my
 10 own attorneys yet. It's just in the infancy of that
 11 lawsuit. Basically we want to protect ours, our
 12 copyrights on the torrents and on the tubes. So the
 13 tubes stealing the data is a little different than
 14 the torrents, and that lawsuit is in its infancy so I
 15 don't really have anything to produce to you yet. It
 16 needs to be organized.
 17 Q. You claim that you have data showing that
 18 you -- that XR content is stolen at a higher rate
 19 than other sites, and I'm wondering why you've not
 20 produced that data if you're in possession of it?
 21 A. I don't -- I don't have specific data that I
 22 could produce at the moment.
 23 Q. Is there some reason that that data has been
 24 withheld?
 25 MR. BEIK: Object to form.

Page 262

1 [REDACTED]
 2 [REDACTED]
 3 [REDACTED]
 4 [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]
 23 [REDACTED]
 24 [REDACTED]
 25 [REDACTED]

Page 263

1 but the thing is it's -- it doesn't -- go ahead. I'm
 2 sorry. Ask the question. But it's -- it would be
 3 just my, my husband. And I believe that it was set
 4 up to have the domain names be separate, and then I
 5 think everything was paid a price for and then sent
 6 back to XR all to be under one domain name or one IP,
 7 one IP holding company.
 8 Q. When you say "back to XR," did you mean back
 9 to Malibu?
 10 A. Yeah, exactly. I'm sorry.
 11 Q. So how did the asset get from Malibu to
 12 Click Here?
 13 A. When we started, that's why I said 2007 or
 14 2008, I think we put in the trademarks and the, the
 15 domain names and Click Here and then the copyrights
 16 into Malibu, just because we -- I don't know, I guess
 17 we thought if someone -- some lawyer told us it was a
 18 good idea, and then we decided it would be better to
 19 have, to have everything, to have the adult things
 20 under one roof and other things that aren't under
 21 another roof.
 22 Q. When did you found Colette Productions?
 23 A. That was I think -- I actually didn't do it.
 24 The lawyer who was at the point stealing from us, he
 25 actually went and opened up in the bank account, put

Page 264

1 my name on it, and so we kept the -- we paid for
 2 productions for the harder core website that, that's
 3 still in existence that my friend Francisco mostly
 4 did the producing and directing on, but I was there
 5 as well.
 6 And so that was -- that -- and so that guy
 7 wanted to invest in that business, so we made a
 8 separate company, and then he turned out to be not a
 9 good guy and so they kind of all came together, these
 10 guys, and so that business is no longer.
 11 Q. Were you -- were you a CEO of Colette
 12 Productions?
 13 A. Yes.
 14 Q. From what date to -- from what dates?
 15 A. I don't know, from whenever that 2016 or '17
 16 until like September of this year or something.
 17 Q. And were you working for Colette Productions
 18 when you were, when you were making some of these,
 19 some of these works, your pornographic works?
 20 A. Of what? Say again.
 21 Q. When you were making these pornographic
 22 movies, were you working for Colette Productions?
 23 A. Was I working for Colette Productions? That
 24 was just basically an expense account. I was doing
 25 the same work.

Pages 261 to 264

Page 265

1 Q. What about Colette Holdings. When did
2 you -- when did you create Colette Holdings?
3 A. That lawyer -- that lawyer set it up for us
4 around the same time. He actually knew the person at
5 the bank and had the bank sign my name. And that --
6 and that money got transferred into there and then he
7 cleaned that account out, and that's when we found
8 out he was kind of a bad guy as well.
9 He was kind of involved with Genova and that
10 was a whole, just a whole mess I'm hoping to have
11 over soon and so we can just move forward and make
12 content and protect out content and that's it.
13 Q. Were there ever any contracts between any of
14 these companies, Colette Productions, Colette
15 Holdings, Colette Properties, Click Here, or Zo
16 Digital with Malibu?
17 A. Oh, with Malibu? Zo Digital -- Zo Digital
18 maybe but nothing else, and Click Here probably.
19 Q. So Colette Productions, Colette Holdings,
20 Colette Properties never had any agreements with
21 Malibu?
22 A. No.
23 Q. Did you -- did you personally have any
24 agreements with these companies?
25 A. No.

Page 266

1 Q. What was the purpose of Colette Properties?
2 A. That was we were going to buy a property
3 together, and we did actually, and he stiffed me out
4 of half of it, so when he went to jail. So -- so I
5 used it to pay some of my properties, rental
6 properties and things like that, and like pay the
7 mortgage payment, receive the rent. And so that, it
8 really didn't have anything to do with XR or anything
9 like that. It was actually I had properties in there
10 that I've owned for 15 years.
11 Q. Now, did Warmblood ever invest \$400,000 in
12 Malibu?
13 A. No, I don't believe so.
14 Q. Did they ever invest anything in Malibu?
15 A. I believe they stole money from Malibu.
16 Q. Did they ever give Malibu any money?
17 A. They -- no, they did not.
18 Q. So I'm just wondering why, why do you think
19 that, I mean, do you think that -- so what's behind
20 this? Is this all just made up that Malibu, that the
21 allegations from Warmblood that Malibu Media agreed
22 to split 50/50, quote, net recovered fees generated
23 from protecting copyrights as to restitution efforts
24 to recovered losses, unquote? Is this all fabricated
25 or?

Page 267

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

Page 268

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

Pages 265 to 268

Page 269

1 A. Yeah, which is really weird because, first
 2 off, I would never write that underscore under my
 3 name like that, and that's not even my handwriting,
 4 and I didn't sign this. So, like I would never sign
 5 this.
 6 I've seen this before. It was just a weird
 7 thing that they said that they would get 50 percent
 8 of the company. And that's what they want us to file
 9 instead of when -- instead of foreclosing on our
 10 house, which they actually -- again it's just -- they
 11 put two deeds for 2.5 million when it wasn't even
 12 their money. They were paid back. Then they had
 13 some other hundred thousand dollars that they had
 14 taken out of the account and tried to foreclose on
 15 that.
 16 And in California how you can do
 17 nonjudicial, you just go on the courthouse steps and,
 18 you know, try to, you know, sell someone, and then
 19 they have to go try to get their title back, and so
 20 it's a huge pain. And so this is what they do for a
 21 living. So, yeah, I am familiar with that, and it's
 22 fraudulent, obviously fraudulent.
 23 Q. You're saying that's a forged signature?
 24 A. Well, it's a DocuSign, so if you can call
 25 this a signature.

Page 270

1 Q. So you're saying it's a fake DocuSign?
 2 A. I guess so. Who else could it be?
 3 Q. So just to go back a little bit, you said --
 4 you mentioned something about with respect to
 5 infringement that there was a pattern that you would
 6 notice from people where they would receive notices
 7 and then resume again. Did I understand that?
 8 A. Yeah, they would -- they would receive three
 9 notices from -- when they get the notice from the
 10 internet service provider, they would usually stop
 11 and -- and then once they stopped they would, you
 12 know, that would usually be it and then they would
 13 either go to court or settle or end up not go back to
 14 it.
 15 But there's for some reason some people are
 16 addicted and they'd stop for a little while and then
 17 go back to it later. And if they had enough time
 18 space between the infringements, they wouldn't get
 19 the three notices where their service would be turned
 20 off.
 21 Q. And was that -- was that part of why your,
 22 your, is that part of your alleged evidence against
 23 my client?
 24 A. No, it's just truth.
 25 Q. All right. Let's take a quick break and

Page 271

1 I'll probably just do a little bit of wrap-up and
 2 then I'll conclude.
 3 A. Okay. Thank you.
 4 THE VIDEOGRAPHER: Off the record at 5:36.
 5 (A recess was taken.)
 6 THE VIDEOGRAPHER: We are back on the record
 7 at 5:43 p.m.
 8 BY MR. KHAZEN:
 9 Q. You mentioned before that you, that you
 10 thought the Lomnitzer firm was overpaying IPP; is
 11 that right?
 12 A. Yes, I did at one point.
 13 Q. Before was IPP kind of, was it in with the
 14 Lomnitzer firm in terms of taking money from you?
 15 A. Yeah. Well, I think the Lomnitzer firm,
 16 like they just didn't really understand the
 17 technology. And so they really wanted to get the,
 18 you know, they really put paying IPP ahead of all
 19 else, because she wanted to make sure to get the IP
 20 addresses so she could keep filing and keep making
 21 money, which we weren't making money, we were just
 22 were -- we were getting the benefit of -- and I could
 23 tell actually, I was thinking back, we were -- we did
 24 have more traffic and more sales when she was filing.
 25 So even though we weren't making any money

Page 272

1 from our filings, she was paying it all to herself.
 2 We did, as long as we filed and held people
 3 accountable, we did do better. So but I thought they
 4 were getting paid 15 and then she raised them to 25
 5 without telling me.
 6 Q. When did things start to go south with IPP?
 7 A. I think it was maybe four months from when
 8 we left Lomnitzer. I was upset about seeing an email
 9 from one of the attorneys in Germany who said that he
 10 was suing people on behalf of us and paying, and
 11 paying -- actually they were paying Pillar, and then
 12 I think they started paying Lomnitzer, then they
 13 started -- no, then they were keeping the money.
 14 After we left Pillar, they were keeping the money,
 15 and so I was upset about that. I asked the law firm,
 16 I said, How could you keep the money. You should be
 17 giving it to us.
 18 Q. The -- when you said there was a law firm,
 19 sorry, which law firm was this?
 20 A. Germany called Fareds, F-a-r-e-d-s.
 21 Q. And they were paying -- they were paying IPP
 22 for collections that they made on your copyright?
 23 A. Yeah. They were paying IPP for our data,
 24 and then they were making collections on our
 25 copyrights, and then they were giving incentive to

Pages 269 to 272

Page 273

1 us, the distribution, they were giving it to IPP,
2 because IPP told them that that was fine, that we had
3 agreed to that as part of our, you know, as part of
4 their payment to them for the data we were getting in
5 America, and so that obviously wasn't the case.

6 Q. Did you -- when did you get that, the email
7 indicating that?

8 A. Well, actually they had been sending it and
9 it had been going to my junk, so the attorney at the
10 firm, he wasn't doing anything wrong, he was actually
11 just doing what he thought Pillar told him to do.
12 And so it had been going to my email box every month,
13 and one day I opened it up and I saw it in German,
14 and then I read it in German and then I saw that it
15 said in German that he was keeping the money. And
16 so -- so that they were giving IPP the money to keep.

17 And Patrick Ashashay (phonetic) from IPP had
18 emailed it back in German and just said, okay, thank
19 you so much. And -- and I looked at that, I said,
20 Wow, how long has this been going on? And then I
21 emailed back the Fareds attorneys in German and I
22 said, How long have you been paying Patrick Ashashay
23 from IPP? And he told me since 2017.

24 And so he said that Pillar told him that it
25 was okay to do. So Pillar was basically keeping the

Page 274

1 settlements but getting out of paying IPP by doing
2 that, and then -- and then once Pillar was gone, IPP
3 decided to still get the full amount from us but to
4 also keep the money from IPP.

5 Q. Do you -- so you can read and write German?

6 A. A little bit.

7 Q. And when did you -- when did you read this?

8 Do you recall what, around what date you were able to
9 read this email?

10 A. I think it was -- like I said, we left
11 Lorri's in August, so it would have been maybe, maybe
12 six months before that even, six months before that.
13 That's when I started getting upset about it and --
14 he didn't start anything with them basically because
15 she just wanted just to keeping everything as it was
16 so she could keep making her bills.

17 Q. That's August of 2018?

18 A. Correct. Six months before that.

19 Q. Correct. So it would have been around
20 February of 2018?

21 A. Right. Sounds right.

22 MR. KHAZEN: I think that's -- those are
23 all the questions I have for today, reserving our
24 rights.

25 THE WITNESS: Okay.

Page 275

1 EXAMINATION

2 BY MR. BEIK:

3 Q. Hang on, Colette. I've got a few questions
4 for you real quick. The first one is when we started
5 this deposition, you were asked some questions about
6 COVID, and it sounded like you were giving the best
7 business answer to the questions where you mentioned
8 that you all were trying to keep the business going
9 and trying to keep --

10 A. Right.

11 Q. -- keep everything going on and --

12 A. Right.

13 Q. -- so forth. That sounded like a good
14 business answer, but did COVID affect your business
15 in a very bad way?

16 MR. KHAZEN: Objection, leading and form.

17 THE WITNESS: No, it did. I mean, I was
18 sick for months on end, and a lot of our people, like
19 our programmers, my head programmer got it as well.
20 I forgot about all this. I mean, I was -- I was so
21 tired this morning and I didn't realize this would
22 take so long. And so I was sick, my husband was
23 sick, and then our -- some of our best performers and
24 directors were sick. A lot of the people we work
25 with and also our head guys in Ecuador, and our data

Page 276

1 guys were sick.

2 And then Dane, who was our, actually our
3 contact with IPP and was starting a whole new
4 software system, he also got it and got sick. And
5 I've barely spoken with him since that happened. So
6 it was actually, it was really much more affected
7 than I did say this morning, so...

8 BY MR. BEIK:

9 Q. Okay. Well, it's fair to say that it
10 significantly affected you in the past seven months?

11 A. Yeah. Significantly, yeah.

12 MR. KHAZEN: Objection. Objection, form and
13 leading.

14 THE WITNESS: Well, I mean, I'm even still a
15 little bit sick from it, so it's like it's been --
16 I've been still harder to catch my breath and
17 everything and tired and hard to sleep, so it's --
18 I don't know if it's COVID or what, but it's just
19 been a lot's been going on, and, yeah, so but so I
20 probably didn't answer it perfectly. I probably
21 tried to make it sound, you know, better.

22 BY MR. BEIK:

23 Q. Okay. And we were -- we had some
24 conversations -- I guess just to put a bow on that,
25 so whenever you were asked questions about who got

Pages 273 to 276

Page 277

1 it, and you didn't -- you didn't -- you didn't
 2 name --
 3 A. Right.
 4 Q. -- for example, you didn't name a lot of
 5 people, that was early, whatever that was --
 6 A. Right, it was more like cheerleading
 7 basically, yeah.
 8 Q. You want to clear up your testimony that you
 9 later stated that that was --
 10 MR. KHAZEN: Objection, form and leading.
 11 BY MR. BEIK:
 12 Q. And you were asked some questions about
 13 whether the defendant distributed, as alleged in your
 14 complaint, whether the defendant in this case that
 15 you alleged downloaded, copied and distributed the
 16 films listed in Exhibit A; is that true?
 17 A. If he downloaded them, he definitely would
 18 have distributed them, because that's the way the
 19 torrent client works.
 20 Q. Okay. So -- so it's your allegations that
 21 they, the films were distributed by the defendant?
 22 A. Well, he would have to because once you
 23 download them from the torrent client, you have to
 24 distribute it. So if I didn't say it properly then,
 25 then that's what happened, but --

Page 278

1 Q. Okay.
 2 A. Yeah, so, but, yes, he would have
 3 distributed them and downloaded them.
 4 Q. There was a lot of references to 2015 to
 5 2019. And if you look back at exhibit -- if you look
 6 back at Exhibit Number 3, which I believe Defendant's
 7 Exhibit Number 3 was the, the complaint document 1-1.
 8 So if you look at the exhibit -- if you look at the
 9 Exhibit A, I guess it's Exhibit B, I'm sorry, to
 10 that, can you read me where on the last title listed
 11 where it shows date of publication?
 12 A. So on -- on Exhibit Number 0003 or which
 13 one? The title or which?
 14 Q. Yes, Exhibit 0003 and then Exhibit B to that
 15 exhibit.
 16 A. Okay.
 17 Q. The date of first publication and then the
 18 date of registration for the last title that's listed
 19 on there on Exhibit B. Do you see that?
 20 A. Okay. So hang on. Exhibit B, let me see.
 21 Okay, so B would be -- eleven or ten? Ten? Ten?
 22 No. Nine. Eight. Six I think you said, right? No?
 23 Seven, five, four, three. Three, right?
 24 Q. Exhibit 3, and it's the original, it's the
 25 original complaint, and then it's the Exhibit B.

Page 279

1 A. Okay. Okay, there -- for some reason it
 2 keeps going away. There it is. This is A. Okay, so
 3 this must be B. Okay. So -- so the last movie, the
 4 a Fucking Hot Threesome, that one?
 5 Q. Yes. And the date of first publication?
 6 A. It was August 7, 2015.
 7 Q. Okay. And so my question is were you
 8 referencing 2015 to 2019 because that was the range
 9 of the titles that were listed in the complaint?
 10 A. Yes.
 11 Q. Okay.
 12 MR. KHAZEN: Object to form.
 13 BY MR. BEIK:
 14 Q. So just to put a bow on it, if you -- if you
 15 go back to Exhibit A, and the dates for the hit
 16 dates, and can you tell me the years of the hit
 17 dates?
 18 A. Okay.
 19 Q. Just the range from what year to what year
 20 are the hit dates?
 21 A. Okay. So the hit dates on these are --
 22 okay, so the hit date from -- I'm starting from one
 23 and going down it goes 12-30-2018, 12-25-2018,
 24 7-29-2018, 7-24-2018, 7-7-2018, 7-6-2018, 7-26-2017,
 25 so a whole year earlier, and then 7-26-2017.

Page 280

1 Q. Okay. So the range is from 2007, which is
 2 the last one, to the first one is 2019; is that
 3 correct?
 4 A. Yes.
 5 Q. Okay. So the timeframe that you reference,
 6 you're talking about that three-year period between
 7 2017 and 2019; that's correct?
 8 A. Correct.
 9 MR. KHAZEN: Objection to form.
 10 BY MR. BEIK:
 11 Q. When we were talking about and you were
 12 answering some questions about, about the Lomnitzer
 13 law firm, just to clear up a little bit, was it your
 14 understanding -- what was your understanding that
 15 they, they were holding from you in terms of because
 16 of the dispute?
 17 A. Oh, okay. I believe they were holding our,
 18 you know, our, basically our intellectual property,
 19 our copyrights. Like they were just kind of holding
 20 it until we settled everything, just we were just
 21 waiting to get it back. You know, they weren't --
 22 they didn't have any interest in it, they were just,
 23 you know, had it in their office, and once we settled
 24 everything we would get it back. They were just --
 25 they were just kind of messing with us but did not

Pages 277 to 280

Page 281

1 have an interest in anything, so...
 2 Q. So they weren't claiming -- so they weren't
 3 claiming -- to your knowledge they were not claiming
 4 an interest --

5 A. They --

6 Q. Hang on. Hang on. Let me ask the question
 7 then you answer, okay. So they were not claiming
 8 interest in any of those copyrights or intellectual
 9 property, they were, they were holding the files,
 10 right?

11 A. Right. Correct.

12 MR. KHAZEN: Objection to form, leading.

13 THE WITNESS: Well, that's what I was trying
 14 to answer so, like, too, he's not leading because I
 15 was trying to say they were holding the file. Files.

16 MR. BEIK: Okay. So, okay, I reserve the
 17 rest for the time of trial.

18 EXAMINATION

19 BY MR. KHAZEN:

20 Q. I have just follow-up on a couple things he
 21 asked about. So you mentioned that, some of the
 22 COVID testimony you had forgotten a couple people,
 23 your head programmer. Who else did you -- who else
 24 was it? Your head programmer and who else had COVID?

25 A. Dane, who has actually doing all the

Page 282

1 interaction with IPP, and so that was a big issue,
 2 and his friend, who was building the new system, and
 3 then some of our top like performers and directors
 4 over in Prague as well. So we actually came, and
 5 then they had to hold new tests for the models, so
 6 they had to have COVID on it.

7 And so it's just really -- since we travel
 8 so much for work, and, you know, everything just
 9 really came to more of a halt then. And then, yeah,
 10 and I forgot my head programmer was. All the
 11 programmers got it as well. So we were definitely --
 12 but I guess I was so sick I don't even remember,
 13 remember a lot of it.

14 Q. What, if anything, does that have to do with
 15 the prosecution of this lawsuit?

16 A. I guess I think Paul thought I was, I was
 17 not really mentioning how bad that myself and a lot
 18 of other people in our business had experienced
 19 COVID.

20 Q. Did your -- does your testimony change about
 21 the way that it affected you, that you --

22 A. I mean, I think it was cheerleading a little
 23 bit, like Paul said giving the business answers
 24 saying it wasn't so bad when it was quite a little
 25 bit worse than I said. So I guess he just wanted to

Page 283

1 make sure that was clear.

2 Q. When you went on the break, did you discuss
 3 this being a business answer?

4 A. No.

5 MR. BEIK: Objection, form.

6 BY MR. KHAZEN:

7 Q. So how long were you sick with COVID? How
 8 long were you sick with COVID?

9 A. Over two and a half months actually.

10 Q. And that was March and April and half, and
 11 half of May then?

12 A. Yeah, basically.

13 Q. And are there -- is there anything that you
 14 would have done for this case that you weren't able
 15 to do due to COVID?

16 A. I would have had more access to data and to
 17 our programmers and to being able to do scripts and
 18 extract things and gotten the data back from
 19 Lomnitzer faster and been able to just not have so
 20 many delays and answering in having the stuff in
 21 front of me that I needed to answer.

22 And I remember how frustrating that was now
 23 that we couldn't get the, we couldn't get the data
 24 and we didn't have the programmers to manipulate it
 25 into a form that we could present to you.

Page 284

1 Q. And you were able to prosecute your cases
 2 with Lomnitzer and Genova during this time, right?

3 A. We actually got really behind on the, on the
 4 interrogatories for Genova, and I think we got
 5 slapped with some sanctions on there. I mean, I was
 6 so sick. And then with Lomnitzer, she was, she was,
 7 at that point she was done.

8 So the rest of my team here were champions
 9 and kept just moving forward and closing things out.
 10 And but no, we had no more Lomnitzer then. And
 11 Genova, they were just burying us in discovery that
 12 was just absolutely meaningless, but that was, that
 13 was difficult at that point time, too, being sick and
 14 so, you know, just never really caught up from all
 15 that.

16 Q. When did you file suit against Genova?

17 A. Oh, now I can't remember. A while back. I
 18 mean, eight months ago or something like that. I
 19 don't know how far back.

20 Q. So at the beginning of 2020?

21 A. Yeah.

22 Q. How far into the beginning approximately?

23 A. Like maybe a little bit more, like not right
 24 at the beginning, so...

25 Q. Around say March?

Pages 281 to 284

Page 285

1 A. Yeah, probably. Yeah.

2 Q. And you said that you would have gathered a
3 lot of data if you hadn't had COVID. Is that -- did
4 I understand that correctly?

5 A. All these, all the movies, the nine movies
6 where I think you had asked for all of the sales and
7 you wanted us to prove what it was worth, and so I
8 took the whole team off of everything and I said,
9 okay, we need to, because we don't have the
10 programmers to write a script, you need to manually
11 pull out all these movies from the databases. So it
12 made everything much, much harder.

13 Q. Was it your contention that your failure to
14 produce documents in this case is due to you having
15 contracted COVID in March of this year?

16 A. Yes.

17 Q. And your failure to provide, to provide full
18 interrogatory responses, it's your contention that it
19 is because of your, that you contracted COVID earlier
20 this year?

21 MR. BEIK: Objection, form.

22 THE WITNESS: I mean, the thing is I think
23 that my programmers usually translate everything for
24 me weren't there to do that, so, you know, so I did
25 all the script and everything myself, and that it

Page 286

1 was, you know, much more time-consuming than I ever
2 thought it would be.

3 BY MR. KHAZEN:

4 Q. How long did your programmer have COVID for?

5 A. He has two young children, too, and so he
6 had it I think -- he had it three and a half weeks
7 actually. He's in Ecuador, which is, you know,
8 it's -- it's still -- it's still nice there but it's
9 definitely not the same as it is there or here or --
10 where? You're in Texas. So, yeah, it's a little bit
11 more third world, but they're doing okay.

12 Q. And how long did your other programmer have
13 COVID for?

14 A. He had it for maybe a couple weeks, but he's
15 been in and out of the hospital a lot actually, so
16 he's maybe three weeks. But I trained his -- I
17 trained his assistant and she's absolutely doing
18 awesome, so that is always good and, you know, but
19 here's that...

20 Q. 10,000 cases, why do you not have this data
21 just handy?

22 A. That's because we have, you know, because we
23 switched from -- and I'm telling you, the lawyers
24 were doing it before, and they were hanging onto the
25 data. I don't know what they wanted to do with it

Page 287

1 later, but we do not have the data. So lawyers were
2 hanging onto it and they were taking advantage of us,
3 because that was not our main business, still is not.
4 And we just, you know, they just incurred keeping
5 all -- like tried to make like it was their business,
6 because that's the only way they could keep
7 collecting the money.

8 Q. So you said that once you download something
9 off of BitTorrent, you have to distribute it?

10 A. Right.

11 Q. Remember that testimony?

12 A. Correct. Yes.

13 Q. So if you download something off of
14 BitTorrent and then uninstall the client, do you have
15 to -- do you still have to distribute it?

16 A. If you uninstall the client, you -- I
17 think -- I don't know that it would still work,
18 but...

19 Q. So that -- meaning it's not exactly true, is
20 it?

21 A. Well, no, I'm not sure actually. I would
22 need to do that when I install a bit client, a
23 BitTorrent client on my computer. Yeah, I'm not
24 actually sure about that if you -- the thing is you
25 open up to the highway between your computer and all

Page 288

1 the others as soon as you download your first movie,
2 and then so everyone comes knocking on your door to
3 get that movie.

4 So you would definitely be -- you have to
5 share it with at least some people before you could
6 take the client off, because the minute you get it,
7 like other people start getting pieces of it from
8 your computer the second you get it.

9 Q. When you get it you could shut off the
10 connection to the BitTorrent network; isn't that
11 correct?

12 A. It depends on which torrent you're using.
13 And if you do that, though, you will get a really,
14 really slowly connection, and sometimes it won't even
15 allow you to download the movies.

16 Q. But you can do that, correct?

17 A. I don't know on which torrent you can do
18 that, but I'll definitely check.

19 Q. Once you -- you testified that once you
20 download, once you download the content, you have to
21 distribute it, and that's just not true, is it?

22 A. I think it really depends on where you are
23 in the world or the country and what you would agree
24 to do based on --

25 Q. You could cut the client's connection to the

Pages 285 to 288

Page 289

1 internet at that point, couldn't you?

2 A. You know, I -- the thing is it's not that
3 easy. They can just plug back in. Wifi, too. It's
4 like how are you going to cut a wifi connection?

5 Q. So it's your testimony, you are sticking to
6 this testimony that once you download a movie, you --
7 once you download content, you have to distribute
8 that content and that is part of your contentions
9 against my client; is that your testimony?

10 A. I'm saying once he downloaded it, he opened
11 up the door for other BitTorrent clients to take the,
12 for him to distribute it to other BitTorrent client
13 users.

14 Q. So what you said before was false, that it's
15 not that you have to distribute it after you download
16 it, correct?

17 A. Well, just one -- it's a different way of
18 looking at it basically, because you do have to
19 distribute it basically. Once -- like if -- he and
20 other clients will tell you this, too, and I'm not
21 sure that there's a way to prevent it because that's
22 the whole premise that BitTorrent runs on is that
23 when you share something, then you have to share with
24 other people. And so if you're not going to do that,
25 then you probably won't be invited back on, so...

Page 290

1 Q. Okay. But just to be clear, it's your sworn
2 testimony that once you download content, you have to
3 distribute it?

4 A. Well, you won't have a choice because
5 unless --

6 Q. Yes or no?

7 A. I believe so. I believe so.

8 Q. And is it your testimony that the IP address
9 for my client's network distributed pieces of Malibu
10 Media's copyright -- copyrighted movie to IPP
11 servers?

12 A. No. That they would -- basically what they
13 do is they would go in there and like look around and
14 they would see who's getting Malibu Media movies.
15 They would actually act like get the movies
16 themselves. So they would get the information, okay,
17 this IP is taking Malibu Media movies, this IP is,
18 this IP is distributing them, so on.

19 Q. So no, that's not Malibu's contention that
20 that -- it's not Malibu's contention that my client
21 distributed Malibu's copyrighted movie materials or
22 pieces of them to IPP servers?

23 A. No, no, that's not how they found -- they
24 would -- you might have but I don't think so. I
25 don't believe they do work that way, but they might.

Page 291

1 And -- and he would -- they were paying him like for
2 a full movie price. Like they -- I think I just --
3 one of the movies it's like \$7,000, or something like
4 that for -- and so if you're going like based on the
5 movie and like how much it would cost and how much
6 trouble it is, they get on a certain speed.

7 And so when you open up your highway by
8 installing the client, and you download that movie,
9 then so many other people need to take it back from
10 you in order for you to keep up your ranking on the
11 site.

12 Q. So you testified just earlier that about
13 distribution. I just want to be clear. It's not --
14 is it or is it not Malibu's contention that my client
15 distributed pieces of Malibu's copyrighted materials
16 through IPP servers, yes or no? Is it -- is it or is
17 it not your contention?

18 A. It's my contention that he did do that. I
19 don't know if he did it on purpose or not.

20 THE REPORTER: I'm going to have to take a
21 break.

22 (Discussion off the record.)

23 MR. KHAZEN: We can just wrap it up then.

24 THE WITNESS: Okay.

25 THE VIDEOGRAPHER: Go off the record wrap it

Page 292

1 up or?

2 MR. KHAZEN: I have no further questions.

3 THE WITNESS: Okay. Thank you very much.

4 MR. BEIK: I have no further questions at
5 this time.

6 THE VIDEOGRAPHER: Okay. We are going off
7 the record at 6:10 p.m., ending the deposition.

8 MR. BEIK: Do you have my contact
9 information to get the transcript?

10 THE REPORTER: Yes. I was just going to ask
11 you what you were ordering.

12 MR. BEIK: Well, I know you said you got
13 something to do, whatever else. Can I give you my
14 email address and we can email, that way we can go
15 offline here?

16 THE REPORTER: I have your email.

17 Ramzi, do you know what you're ordering? Do
18 you have a standard order?

19 MR. KHAZEN: Yeah, I think J.T.'s been
20 communicating with you, so we should hopefully have a
21 form filled out, otherwise if I could email you.

22 MR. MORRIS: The only thing we want, we
23 would like a rough, you know, as soon as possible.

24 THE REPORTER: That concludes the deposition
25 proceedings. Transcript review by the witness has

Pages 289 to 292

Page 293

1 been waived.
 2 Any exhibit marked during the proceedings
 3 will be attached to the original deposition
 4 transcript, with copies attached to transcripts
 5 timely ordered by counsel.
 6 (Thereupon the taking of the
 7 deposition was concluded at
 8 6:10 p.m.)
 9 * * * * *
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

Page 294

1 CERTIFICATE OF REPORTER
 2 STATE OF NEVADA)
 3 SS:
 4 COUNTY OF CLARK)
 5
 6 I, Deborah Ann Hines, RPR, Nevada CCR No. 473,
 California CSR No. 11691, Certified Court Reporter,
 certify:
 7
 8 That I reported the taking of the deposition
 of the witness, Colette Pelissier, commencing on
 Tuesday, October 20, 2020, at 9:19 a.m.;
 9
 10 That prior to being examined, the witness
 was by me duly sworn to testify to the truth, the
 whole truth, and nothing but the truth;
 11
 12 That I thereafter transcribed my shorthand
 notes into typewriting and that the typewritten
 transcript of said deposition is a complete, true and
 accurate record of testimony provided by the witness
 at said time to the best of my ability;
 13
 14 I further certify (1) that I am not a
 relative, employee or independent contractor of
 counsel of any of the parties; nor a relative,
 employee or independent contractor of the parties
 involved in said action; nor a person financially
 interested in the action; nor do I have any other
 relationship with any of the parties or with counsel
 of any of the parties involved in the action that
 may reasonably cause my impartiality to be
 questioned; and (2) that transcript review pursuant
 to NRCPC 30(e) was not requested.
 20
 21 IN WITNESS WHEREOF, I have hereunto set my
 hand in my office in the County of Clark, State of
 Nevada, this 4th day of November, 2020.
 22
 23
 24 Deborah Ann Hines, CCR #473, RPR
 25

Page 295

1 CERTIFICATE OF DEPONENT
 2 PAGE LINE CHANGE REASON
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15 * * * * *
 16 I, Colette Pelissier, deponent herein, do
 hereby certify and declare the within and foregoing
 17 transcription to be my deposition in said action
 under penalty of perjury; that I have read, corrected
 18 and do hereby affix my signature to said deposition.
 19
 20
 21 Colette Pelissier, Deponent
 22 Date
 23
 24
 25

Pages 293 to 295

| | | | | |
|---------------------|---------------------|---------------------|------------------|---------------------|
| A | 90:2 185:9 | 71:15,18 | 37:16 38:8 | 271:20 |
| a.m 1:21 4:2 | 207:6 | 72:23 82:7 | 40:2 41:1 | admitted |
| 294:8 | 283:16 | 169:5 | 42:12,16 | 168:22,25 |
| abiding | accessed | accusing | 42:20 | adult 86:19 |
| 241:1 | 88:24 | 89:14 | 43:17 45:5 | 137:2 |
| ability | accesses | acid 125:3 | 46:5,6,14 | 157:15 |
| 10:22 | 88:19 | act 123:19 | 50:2,6,9 | 172:6 |
| 130:13,13 | account | 290:15 | 50:13,18 | 263:19 |
| 294:13 | 185:9,10 | acting | 51:2,6,8 | advantage |
| able 10:3,8 | 218:3 | 190:19 | 51:11,12 | 228:23 |
| 21:22 | 219:18,19 | 244:3 | 51:17,20 | 230:1,4 |
| 35:23 | 220:4 | action | 51:22 52:3 | 287:2 |
| 53:13 | 243:16 | 294:16,17 | 52:5,12,20 | advertising |
| 74:21,25 | 255:19 | 294:18 | 54:2 55:10 | 176:19 |
| 93:12 | 256:1 | 295:17 | 55:11,12 | afar 134:15 |
| 95:15 | 263:25 | active | 56:14 | affect 10:22 |
| 101:1 | 264:24 | 124:24 | 62:24,24 | 20:5,12 |
| 105:24 | 265:7 | 127:23,23 | 63:3,21 | 61:19 |
| 128:13 | 269:14 | 228:9 | 64:5,9,19 | 275:14 |
| 147:5 | accountable | actively | 65:3,8,16 | affiliates |
| 165:23 | 272:3 | 151:4,4,5 | 65:24 66:9 | 154:7 |
| 180:13 | accountant | actual 50:6 | 66:23 | affix 295:18 |
| 191:25 | 11:19 12:1 | 50:6 199:9 | 67:14,20 | ages 33:13 |
| 194:11,16 | 12:20 | actuaries | 68:3,6,12 | ago 27:14,15 |
| 204:22 | 13:25 14:6 | 223:3 | 68:21 | 95:4,20,21 |
| 212:10 | 15:17 | adamant 82:5 | 71:25 78:4 | 100:2,13 |
| 213:11 | 16:10 17:1 | addicted | 78:23,25 | 102:16 |
| 237:15 | 17:5 | 270:16 | 79:1,2 | 103:24 |
| 239:13 | 115:19 | adding 177:3 | 80:19 82:3 | 161:23 |
| 245:17 | 131:9 | additional | 83:10 84:2 | 192:7 |
| 257:15 | 154:3 | 34:10,19 | 87:25 | 194:13,23 |
| 274:8 | accountants | 37:11 38:2 | 247:11 | 223:9 |
| 283:14,17 | 131:11 | 52:1,4,11 | 259:14 | 227:25 |
| 283:19 | accounting | 52:18,19 | 290:8 | 234:17 |
| 284:1 | 241:15,22 | 52:24 53:9 | 292:14 | 236:12 |
| absolutely | 243:24 | 58:14 59:6 | addressed | 237:1 |
| 189:16 | accounts | 59:16 60:6 | 259:7 | 239:17 |
| 284:12 | 18:5,6 | 63:4,5,6,7 | addresses | 284:18 |
| 286:17 | 255:21,23 | 80:20 | 5:20 29:11 | agree 30:17 |
| accept | accurate | 84:21 85:7 | 32:11,20 | 217:3 |
| 247:16 | 10:16,20 | 85:9,11 | 38:19 39:5 | 242:25 |
| accepted | 71:12,13 | 86:3,18 | 42:10,14 | 288:23 |
| 128:7 | 157:11 | 87:3,19 | 42:15 | agreed |
| access 51:1 | 175:6 | 148:15,21 | 91:21 | 201:17,21 |
| 51:6,8,10 | 256:6 | 148:21 | 104:7,12 | 266:21 |
| 52:20,21 | 294:13 | address 5:11 | 110:15 | 273:3 |
| 53:6,6 | accurately | 5:15,16,16 | 111:8 | agreeing |
| 81:5,11,13 | 10:3,9 | 5:17,18,22 | 122:4 | 27:1 |
| 81:18 | accuse 72:5 | 5:23 32:19 | 242:16 | agreement |
| 89:24,25 | accused 71:1 | 32:23 36:2 | 247:12 | 145:18 |

| | | | | |
|---------------------|---------------------|---------------------|------------|---------------------|
| 197:16 | 277:13,15 | 3:16 | 83:18,20 | 276:20 |
| 200:19 | allegedly | 104:14 | 91:11 97:1 | 281:7,14 |
| 202:7,7,10 | 76:10 79:3 | 147:16 | 98:2,3,4,5 | 283:3,21 |
| 202:14 | 89:6 | 148:1,6,8 | 98:5,6 | answered |
| 241:16 | 120:22 | 148:9 | 99:22 | 10:18 18:2 |
| 242:24,24 | 258:21 | 150:21,23 | 105:24 | 114:8 |
| 268:21,24 | 259:9 | 150:24 | 110:7 | 186:17 |
| agreements | alleging | 152:3,4,25 | 111:20 | 188:3,22 |
| 92:10 | 171:21,25 | 153:5,10 | 114:6 | 200:25 |
| 197:8,12 | 253:8 | 157:8 | 123:21 | 230:23 |
| 265:20,24 | allow 288:15 | 158:15 | 124:22,25 | 249:25 |
| agrees 255:1 | allowed 17:7 | 159:25 | 127:7 | answering |
| ahead 37:6 | 193:12 | 160:6 | 128:4,13 | 10:19 |
| 40:12 | 229:11 | 175:3 | 129:23 | 121:8 |
| 60:18 61:7 | 244:1 | Anastasia | 130:18 | 234:25 |
| 102:23 | alternate | 18:14,20 | 134:20 | 280:12 |
| 116:19 | 70:16 77:1 | Ann 1:24 | 135:9 | 283:20 |
| 150:5 | 77:3,4,8 | 294:5,23 | 139:11 | answers 8:6 |
| 157:22 | alternative | announce 4:4 | 141:6 | 9:23 10:23 |
| 164:11 | 70:15 | annual | 143:4,14 | 13:12 |
| 184:11 | 76:16 | 224:16 | 146:15,18 | 28:16 |
| 230:12 | 81:24 | answer 8:18 | 150:8 | 130:22 |
| 247:16 | 89:16 | 9:14,14 | 167:3,4 | 143:13 |
| 263:1 | Altogether | 10:3,6,8,9 | 171:18 | 186:20 |
| 271:18 | 169:7 | 14:4 15:14 | 173:22,24 | 205:11 |
| airport | amazing 36:8 | 15:16 16:9 | 174:4 | 225:21 |
| 138:10 | amended | 17:4,10,23 | 177:25 | 246:19 |
| Alfredo | 57:25 | 17:24 18:8 | 180:12 | 249:11 |
| 109:10,12 | America | 18:9 20:7 | 181:8,19 | 254:13,15 |
| 110:3 | 133:2 | 25:8 27:21 | 181:23 | 282:23 |
| 120:3 | 155:9 | 27:22 | 184:11,12 | antibodies |
| allegations | 273:5 | 29:16 | 184:14 | 21:13 |
| 167:25 | amount 67:2 | 30:19,22 | 186:19 | ANTONIO 1:3 |
| 266:21 | 112:15 | 31:23 32:2 | 187:23,24 | anybody |
| 277:20 | 123:20 | 36:15,15 | 189:25 | 231:19 |
| alleged | 145:18,19 | 36:22 40:9 | 190:3,8,9 | anymore |
| 38:16 | 151:23 | 40:11 | 190:13 | 124:14 |
| 58:12,14 | 153:15 | 46:22 | 195:1 | 131:16 |
| 59:6,16 | 166:10 | 47:15 | 210:9,11 | 136:25 |
| 60:7 | 204:5 | 48:13 | 231:11 | 137:2 |
| 103:19 | 208:18 | 53:21 55:4 | 233:23 | 169:21 |
| 120:1 | 219:24 | 58:23 59:2 | 240:25 | 170:21 |
| 125:20 | 267:9 | 59:15 | 241:9,9 | 194:11 |
| 126:20 | 274:3 | 61:13 62:9 | 244:2 | 197:20 |
| 127:3,13 | amounts | 62:11 65:2 | 248:21 | 199:22 |
| 129:15 | 125:5 | 67:18,23 | 249:4,9,13 | 235:17 |
| 148:22 | 221:14 | 70:1 73:11 | 250:1,9,13 | 239:22 |
| 162:1 | analytic | 73:19,20 | 250:19,20 | 246:5 |
| 225:23 | 152:1 | 77:5 79:11 | 257:4 | anyway 23:22 |
| 270:22 | analytics | 79:17 | 275:7,14 | 24:1 110:6 |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|--------------------|
| 158:17 | 138:11 | 59:11 | 179:2 | 258:1 |
| 167:16 | artwork | 69:16 | asset 263:11 | 267:5 |
| 171:17 | 17:15 | 74:15 76:3 | assets 21:25 | attorney |
| 194:4 | 223:23 | 76:7,8 | 22:1,2 | 13:11 |
| 222:14 | Ashashay | 87:10 | 262:11,12 | 24:22,23 |
| anyways | 273:17,22 | 100:22,23 | 262:14,16 | 85:21 |
| 123:20 | asked 12:11 | 109:19 | assign | 100:15 |
| apart 154:14 | 18:2 59:1 | 111:13 | 125:17 | 113:17 |
| 154:20 | 63:24 | 114:7 | 135:15 | 180:18 |
| 155:8,13 | 65:19 | 117:17,24 | 138:2,4,5 | 185:2,4 |
| apartment | 66:18 | 119:5 | 139:1,2,5 | 187:3 |
| 32:18,19 | 70:14 | 129:19 | 139:11,13 | 196:2 |
| 49:24 | 73:20,21 | 139:7 | assigned | 202:19,20 |
| Appearances | 77:6 110:8 | 143:4 | 135:22 | 202:25 |
| 2:1 | 121:18 | 146:13,18 | 137:20 | 203:12 |
| applicable | 130:17 | 154:4,5,9 | 138:12 | 207:2 |
| 225:22 | 142:20 | 165:22,23 | 141:8 | 209:12 |
| 226:5,7,14 | 148:16 | 167:1,19 | assigning | 225:20 |
| apply 227:6 | 150:8 | 167:20 | 137:17 | 229:5 |
| appreciate | 151:15 | 187:9,18 | 147:8 | 231:1 |
| 186:2 | 154:12 | 188:13 | assist | 241:3,8 |
| approached | 170:2 | 189:14 | 125:22,24 | 273:9 |
| 207:21 | 173:20 | 192:9 | assistant | attorney's |
| appropriate | 186:16 | 215:14,15 | 9:3 286:17 | 181:22 |
| 181:19 | 188:3,6,22 | 222:5 | associate | 229:14 |
| 182:10 | 200:24 | 223:18,19 | 183:9 | attorney... |
| approxim... | 202:20 | 223:24 | associated | 27:24 |
| 6:10 93:1 | 205:4 | 228:3,21 | 183:9 | 181:20 |
| 112:6 | 207:7 | 231:1 | assume 88:3 | 190:7,11 |
| 153:12,13 | 223:4 | 233:21,24 | assumptions | 190:12,14 |
| 178:16 | 224:2 | 235:18 | 47:23 | 190:16,21 |
| 221:16 | 244:10 | 240:9,12 | asymptom... | 191:7 |
| 284:22 | 249:3 | 245:9 | 21:15 | 192:16 |
| apps 113:15 | 253:10 | 248:10 | attached | 226:8 |
| 115:1 | 272:15 | 249:21 | 42:11 | 228:11 |
| 237:5 | 275:5 | 262:2 | 293:3,4 | 233:4,5 |
| April 21:17 | 276:25 | asks 36:17 | attempt | attorneys |
| 21:23 | 277:12 | 91:12 | 117:18 | 24:12 28:2 |
| 283:10 | 281:21 | asleep 64:1 | attempted | 28:11,11 |
| area 124:2 | 285:6 | 208:11 | 118:7,19 | 28:12,14 |
| 154:25 | asking 8:4,6 | aspect 171:6 | attempting | 29:11,17 |
| areas 19:3 | 9:20 16:4 | assert | 119:1 | 29:21,25 |
| Arizona | 24:17,18 | 181:19 | attempts | 37:13 |
| 20:21 | 24:19,20 | asserted | 119:7 | 54:10 |
| arm's 175:14 | 27:23,24 | 161:17 | 120:1 | 58:18,20 |
| art 119:21 | 28:1,2,3 | 186:12 | attend 62:1 | 80:10 |
| 198:18 | 36:20 | 188:1 | 62:2 | 103:10 |
| article | 44:21 | asserting | attention | 110:13 |
| 200:9 | 49:10 | 233:15 | 209:4,5 | 149:3 |
| artistic | 53:19 | assertions | 216:8 | 180:7,14 |

| | | | | |
|---------------------|--------------------|-------------------|--------------------|---------------------|
| 198:2 | 69:16 70:4 | 170:6,7 | bank 219:18 | 273:25 |
| 202:13 | 77:24 | 171:11 | 263:25 | 274:14 |
| 218:5 | 80:13 | 174:9,11 | 265:5,5 | 277:7 |
| 233:2 | 110:11 | 174:24 | 267:9 | 280:18 |
| 245:10 | 111:2,4,6 | 176:6 | barely 88:8 | 283:12 |
| 246:14 | 112:1,4,9 | 185:9 | 276:5 | 289:18,19 |
| 261:10 | 124:3,3 | 189:6,20 | base 28:22 | 290:12 |
| 272:9 | 127:11,14 | 189:21 | based 19:24 | basics 8:3 |
| 273:21 | 127:15,19 | 191:16 | 65:2 67:3 | basis 31:19 |
| audience | 171:21,23 | 195:10 | 68:3 97:19 | 60:15 |
| 148:2 | 171:25 | 199:22 | 97:20,23 | 66:12 |
| August 92:7 | 172:2 | 201:7 | 112:15 | 80:12 |
| 213:5,5,7 | awareness | 211:3 | 114:12 | 102:12,14 |
| 215:21,21 | 257:14 | 230:10 | 116:8 | 102:21 |
| 215:21,22 | awesome | 232:12 | 125:12 | 111:18 |
| 217:22,22 | 286:18 | 234:5,24 | 132:3,3 | 118:16,16 |
| 274:11,17 | awful 199:4 | 241:13,21 | 138:6 | 232:24 |
| 279:6 | | 243:1 | 180:22,22 | 258:19,19 |
| Austin 2:12 | B | 244:5,7,9 | 200:24 | 259:8 |
| automate | B 2:11 3:8 | 244:18,25 | 207:4 | batch 92:21 |
| 107:13 | 138:9 | 245:1,2 | 238:25 | 111:7 |
| automated | 144:13 | 255:4 | 260:20 | 180:15 |
| 108:9 | 278:9,14 | 260:21 | 288:24 | 194:22 |
| automati... | 278:19,20 | 263:6,8,8 | 291:4 | 210:21 |
| 88:6 115:1 | 278:21,25 | 269:12,19 | basically | 213:6,7 |
| available | 279:3 | 270:3,13 | 27:24 35:9 | 215:25 |
| 41:1 43:17 | back 26:11 | 270:17 | 38:18 39:8 | 244:23,25 |
| 47:8 | 26:14 | 271:6,23 | 43:14,21 | 245:1 |
| 106:20 | 33:16,19 | 273:18,21 | 43:23 44:5 | beat 171:12 |
| 117:11 | 36:19 | 278:5,6 | 44:8,23 | 171:13 |
| 143:19 | 44:12 50:1 | 279:15 | 46:5 72:1 | beautiful |
| 151:25 | 54:22,25 | 280:21,24 | 78:11 | 171:6 |
| 153:1,9 | 55:10 | 283:18 | 98:11 | 173:8 |
| 156:7 | 56:23 | 284:17,19 | 100:10,22 | 198:17,23 |
| 160:23 | 63:15 71:7 | 289:3,25 | 114:3,4 | 199:7,25 |
| 161:1 | 83:9,23 | 291:9 | 131:13 | 200:2 |
| 172:1 | 84:1 85:3 | back-end | 132:11,14 | 212:5 |
| Avenue 2:4 | 85:6 | 128:21 | 136:14 | Beauty |
| average 94:6 | 105:19,22 | background | 154:4,22 | 198:24 |
| 148:4 | 108:16 | 128:16 | 156:17 | beginning |
| 214:3 | 116:16 | 129:10 | 159:1 | 4:3 141:13 |
| 221:21 | 120:11,12 | 130:11 | 160:19 | 284:20,22 |
| aware 13:20 | 134:16 | bad 93:11 | 169:15 | 284:24 |
| 20:3,18 | 137:7 | 196:10,10 | 176:8 | behalf 4:7,9 |
| 25:11,15 | 141:11 | 231:25 | 210:19 | 4:11 31:3 |
| 41:4,10 | 148:18 | 265:8 | 222:2 | 112:16 |
| 58:12,13 | 157:20 | 275:15 | 225:11 | 114:23 |
| 59:6,9,15 | 159:7 | 282:17,24 | 241:16 | 190:19 |
| 59:18 69:8 | 163:19 | balance | 261:11 | 219:17 |
| 69:12,13 | 164:16 | 252:17 | 264:24 | 272:10 |

| | | | | |
|-------------------|---------------|----------------|---------------------|---------------------|
| behaved | 184:4,14 | believe | 290:7,7,25 | 200:9 |
| 243:7 | 185:12,16 | 10:15 | believed | 203:25 |
| Beik 2:3,3 | 185:20 | 11:20 14:2 | 75:11 | 204:2 |
| 3:4 4:10 | 186:1,16 | 19:1,5 | 246:20 | 212:19 |
| 4:10,10,16 | 186:22 | 28:5,8 | Bellson 7:11 | 224:8 |
| 5:18 18:2 | 187:2,19 | 38:1 47:16 | 33:18 | 238:18 |
| 24:15 | 188:2,6,9 | 47:17,20 | 55:21 | 282:1 |
| 25:24 26:3 | 188:16,20 | 54:9 56:18 | Bellwether | bigger 31:13 |
| 26:6 27:23 | 188:25 | 56:21 | 7:5 55:20 | 49:5 101:7 |
| 30:18 | 189:18 | 57:14 58:9 | 125:15 | 176:21 |
| 31:20 | 190:6,12 | 59:20,20 | benefit | biggest |
| 36:14,17 | 191:4 | 60:4,6,16 | 231:19 | 110:17 |
| 40:7,12 | 200:21,24 | 60:19 | 271:22 | 130:15 |
| 41:6,16 | 203:7 | 62:19 | best 14:4 | 256:25 |
| 42:22 | 210:10,24 | 63:21 68:4 | 24:3,3,3 | bill 114:25 |
| 44:16 45:7 | 214:5 | 70:8,10,14 | 25:8 111:9 | 115:21 |
| 45:11 | 216:24 | 70:23 71:7 | 119:4 | billing |
| 46:18 | 217:6 | 71:18,19 | 152:22 | 151:4 |
| 47:12 48:4 | 218:25 | 72:4,21 | 275:6,23 | bills 115:7 |
| 48:12,21 | 219:9,11 | 74:25 75:4 | 294:13 | 180:13 |
| 50:4,19 | 227:3 | 79:12 85:7 | bet 159:12 | 207:6 |
| 53:2,17 | 229:3 | 86:8,8 | 159:16 | 253:1 |
| 54:14,16 | 230:15 | 89:21 | 166:14 | 274:16 |
| 57:21,24 | 231:7 | 115:19 | better 20:21 | bit 8:5 |
| 58:23 59:1 | 232:4,8,21 | 122:15 | 23:6,7 | 34:13 |
| 59:10 61:3 | 232:25 | 124:25 | 24:4 | 35:22 |
| 61:5 62:3 | 233:10,17 | 125:1 | 129:25 | 42:25 |
| 63:23 | 234:2 | 131:4 | 148:9 | 61:22 62:1 |
| 65:11 70:1 | 240:18 | 146:2,25 | 211:15,22 | 68:16 |
| 71:5,17 | 243:2,12 | 147:16 | 230:22 | 105:13 |
| 72:10,19 | 247:5 | 164:1 | 263:18 | 108:15 |
| 73:12,19 | 248:7,17 | 181:2 | 272:3 | 141:19 |
| 74:12,23 | 249:7,17 | 188:2 | 276:21 | 148:18 |
| 75:9,13 | 249:24 | 208:8 | Beverly | 171:4 |
| 76:14 77:5 | 250:12 | 211:8 | 184:20 | 173:9 |
| 77:14 78:6 | 251:23 | 232:19,22 | 203:24 | 175:9 |
| 78:20 79:8 | 254:18,25 | 233:5,8 | Biden 230:5 | 177:12 |
| 80:8 82:11 | 257:5 | 234:17 | Biek 86:7 | 211:13 |
| 82:15 | 261:25 | 236:1,4,19 | big 23:16 | 218:2,9 |
| 83:16 89:9 | 275:2 | 236:22,23 | 38:12 | 244:6 |
| 89:23 | 276:8,22 | 239:20 | 103:15 | 251:5,7 |
| 91:10 | 277:11 | 241:2,3 | 107:10 | 270:3 |
| 105:8,16 | 279:13 | 244:22 | 110:1 | 271:1 |
| 133:14,16 | 280:10 | 245:4 | 117:13 | 274:6 |
| 140:11 | 281:16 | 246:2,15 | 119:19 | 276:15 |
| 144:5,22 | 283:5 | 246:22,23 | 122:1 | 280:13 |
| 164:8 | 285:21 | 263:3 | 124:17 | 282:23,25 |
| 167:3 | 292:4,8,12 | 266:13,15 | 154:4 | 284:23 |
| 181:7,9,16 | belief | 278:6 | 174:3 | 286:10 |
| 182:9 | 247:19 | 280:17 | 191:8 | 287:22 |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| BitTorrent | 159:7 | brings | 194:11 | 269:16 |
| 33:9,9 | bow 276:24 | 242:16 | 195:10,11 | 294:6 |
| 35:16 | 279:14 | broad 109:21 | 195:13,21 | call 24:21 |
| 38:11,19 | box 273:12 | broaden | 195:25 | 24:22 25:4 |
| 40:16,16 | boys 75:25 | 117:17,24 | 196:2,13 | 100:18 |
| 40:25 | brazen 212:8 | broken | 196:15,17 | 107:24 |
| 41:23 42:3 | Brazzers | 180:12 | 196:20 | 114:16 |
| 44:18,21 | 198:12 | brought | 201:24 | 126:1,2 |
| 44:24 46:1 | 212:8 | 118:10,10 | 202:3 | 156:18 |
| 64:13 74:9 | breach | 118:11 | 204:3,7 | 157:17 |
| 74:20 | 107:10 | 127:6 | 209:6 | 242:12 |
| 110:16 | break 26:4 | 179:14 | 222:11 | 269:24 |
| 122:3,5,5 | 62:13 | browser | 229:18 | called 5:3 |
| 137:13 | 84:24 | 116:7 | 264:7,10 | 12:4 13:9 |
| 177:18 | 95:16 98:8 | build 66:18 | 275:7,8,14 | 23:21 |
| 179:3 | 105:9 | 237:10 | 275:14 | 61:12 87:7 |
| 193:10 | 108:16 | building | 282:18,23 | 107:25 |
| 220:22 | 139:23 | 237:17 | 283:3 | 128:19,20 |
| 287:9,14 | 164:9 | 282:2 | 287:3,5 | 198:24 |
| 287:23 | 210:23 | built 242:22 | businesses | 199:25 |
| 288:10 | 254:5,6,11 | bulk 245:3 | 15:19 | 272:20 |
| 289:11,12 | 254:11,23 | bunch 61:13 | 180:11 | calling |
| 289:22 | 254:24,25 | 115:6 | 194:16 | 225:5 |
| Blacked | 270:25 | 118:22 | busy 80:14 | calls 254:7 |
| 169:23 | 283:2 | 167:10 | 80:15 | cam 177:2 |
| blame 82:1 | 291:21 | 181:12 | 139:19 | camera 23:6 |
| block 66:18 | breaking | 253:1 | 142:21 | 23:6 24:3 |
| Bloomfield | 38:25 | 262:19 | 194:15 | 134:15 |
| 1:17 5:24 | 218:8 | burden 89:2 | 204:7 | 138:8 |
| bodyguard | breaks 8:15 | 89:5,20 | 209:5 | 144:13,15 |
| 125:17 | 8:19 44:10 | burying | buy 24:5 | 198:21 |
| bodyguards | breath | 284:11 | 128:21 | cameras 23:3 |
| 125:5,8 | 276:16 | business | 162:5 | campaigns |
| boilerplate | bridge 48:24 | 5:16,17,18 | 172:14 | 124:1 |
| 31:15 | 69:5 | 5:19,20,22 | 193:12 | Canada 97:19 |
| book 128:8 | briefing | 5:23 20:5 | 199:17 | 97:23 |
| books 86:22 | 168:23 | 20:9,11,12 | 266:2 | 106:9 |
| 228:1 | Brig 144:11 | 31:8 73:16 | buying 267:8 | 119:11 |
| boss 203:22 | 145:11 | 80:15,18 | buys 247:9 | cancel |
| 207:17 | Brigham | 95:15 | | 151:22 |
| bought 22:16 | 144:20 | 104:21 | C | 153:4 |
| 161:14 | 145:23 | 128:6 | C-o-l-e-... | capacity |
| 267:13 | 146:21,22 | 130:14 | 5:9 | 62:8 |
| bounce 148:4 | bring 59:22 | 131:5,7 | California | Capital |
| 156:18,19 | 126:12 | 161:13,15 | 5:21 | 191:1 |
| 156:23,25 | 145:14 | 176:2 | 143:10 | 228:5,25 |
| 157:7,11 | 180:8 | 180:9 | 184:6 | capture |
| 157:14,15 | 198:21 | 183:25 | 186:3 | 67:21 |
| 157:17,24 | 213:12 | 191:24 | 192:22 | 68:22 |
| 158:10,14 | 242:18 | 193:5,6,25 | 216:20 | captured |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| 46:8,9 | 215:25 | certific... | 84:11 | 186:11 |
| 67:7 75:22 | 253:3 | 241:24 | 85:21 86:1 | 196:12,14 |
| captures | 259:19 | Certified | 108:21,25 | 196:16 |
| 165:8 | 284:1 | 294:6 | 110:23 | 203:11 |
| capturing | 286:20 | certify | 123:25 | 225:23 |
| 66:23 | catch 31:25 | 294:6,14 | 140:24 | 243:6,8 |
| care 199:22 | 276:16 | 295:16 | 147:5,6 | 258:20 |
| 228:10 | caught | chain 66:18 | 151:8 | 261:17 |
| carefully | 284:14 | challenge | 154:3,6 | claimed 41:4 |
| 87:3 | categories | 130:15 | 220:3 | 41:5 65:10 |
| carrying | 223:5,13 | champions | 252:12 | 203:5 |
| 121:6 | 223:19 | 284:8 | 288:18 | claiming |
| 138:9 | 224:3,12 | chance 38:10 | checked | 228:24 |
| case 1:7 7:5 | categorized | 170:14 | 94:21 | 281:2,3,3 |
| 31:18 | 85:25 86:5 | change 23:5 | checks | 281:7 |
| 33:18 | category | 36:1,2 | 191:13 | claims |
| 37:20,23 | 199:9 | 40:8 44:2 | 210:1 | 260:21 |
| 38:5 61:11 | 224:9 | 59:19,19 | cheerlea... | clan 207:15 |
| 73:8 | 228:8 | 59:21 60:1 | 277:6 | clarify |
| 124:17 | Caucasian | 114:15 | 282:22 | 41:18,19 |
| 126:23 | 33:14 | 116:13 | child 123:14 | 46:19 |
| 127:5 | caught 46:12 | 130:9 | 124:8 | Clark 294:4 |
| 133:8 | 46:13 | 151:19 | 199:3,14 | 294:21 |
| 139:15 | 76:20 | 152:24 | children | classier |
| 174:3,6 | 123:19 | 189:10 | 136:24 | 212:16,17 |
| 181:18 | cause 179:12 | 282:20 | 199:20 | classified |
| 187:6 | 294:18 | 295:2 | 212:10 | 16:11,25 |
| 192:24 | caution | changed | 286:5 | 17:1 |
| 194:5 | 19:17 | 35:24 | choice 290:4 | clean 231:3 |
| 226:7 | CCR 1:24 | 61:23 | choose 34:6 | cleaned |
| 257:21 | 294:5,23 | 92:17 | 44:6 97:9 | 265:7 |
| 273:5 | cease 190:18 | 108:8 | Chris 107:23 | cleaning |
| 277:14 | cease-an... | 246:6 | 107:25 | 218:11 |
| 283:14 | 224:17 | 251:3 | circle 83:9 | clear 15:10 |
| 285:14 | 225:4 | changes | 84:1 | 27:7 45:4 |
| cases 7:10 | Cedar 128:25 | 19:12 | citrus 43:8 | 45:24 48:1 |
| 36:9 70:25 | CEO 11:9,9 | 136:14 | civil 31:2 | 60:10 83:8 |
| 71:3 73:7 | 199:17 | 152:21 | 126:5,17 | 83:10,24 |
| 100:22 | 262:21 | changing | 126:19,22 | 84:2 98:2 |
| 111:8 | 264:11 | 23:4 | 126:23 | 232:18 |
| 124:16 | certain | 130:12 | 127:2 | 277:8 |
| 127:17 | 17:23 | charge-back | civilly | 280:13 |
| 128:7 | 114:12 | 178:22 | 126:12 | 283:1 |
| 180:8 | 125:5 | charges | claim 31:17 | 290:1 |
| 185:18 | 217:16 | 126:12 | 37:22 54:7 | 291:13 |
| 186:6 | 247:8 | Chat 110:6 | 64:17,25 | clearly |
| 187:4 | 291:6 | check 12:1 | 79:5 81:8 | 87:16 |
| 189:9 | CERTIFICATE | 13:25 14:5 | 83:13,13 | click 12:4 |
| 210:13,15 | 294:1 | 15:17 | 84:5,6 | 12:16 |
| 213:18 | 295:1 | 16:10 | 86:17 | 13:21 |

| | | | | |
|---------------------|--------------------|---------------------|--------------------|---------------------|
| 262:5,7,11 | 146:8,17 | 174:13,18 | 264:11,17 | 152:5 |
| 262:12,14 | 164:23 | closing | 264:22,23 | 154:24 |
| 262:16,21 | 165:4 | 284:9 | 265:1,2,14 | 157:1,12 |
| 262:24 | 166:1 | clothing | 265:14,15 | 158:4,5,7 |
| 263:12,15 | 167:17,25 | 198:8 | 265:19,19 | 166:15 |
| 265:15,18 | 180:4 | cloud 143:10 | 265:20 | 167:9 |
| client 14:15 | 192:25 | clowns 230:4 | 266:1 | 169:12 |
| 33:10 | 228:20 | coaching | 268:24 | 176:14 |
| 35:16 36:3 | 229:23,25 | 77:18 | 275:3 | 198:8 |
| 37:23 38:2 | 232:6 | coat 267:10 | 294:8 | 205:4 |
| 38:5,24 | 253:8 | code 66:25 | 295:16,21 | 251:14 |
| 39:2,9,9 | 270:23 | 67:4 78:3 | Colette.com | comedy 87:12 |
| 39:18 | 277:19,23 | 78:7 79:3 | 14:14 | 87:15 |
| 40:14,17 | 287:14,16 | 131:17 | collateral | comes 10:21 |
| 40:17,24 | 287:22,23 | 135:7 | 182:16 | 52:22 |
| 41:4 43:7 | 288:6 | 223:24 | collect | 105:2 |
| 43:10,13 | 289:9,12 | 238:13 | 246:16 | 167:6,12 |
| 43:15 44:1 | 290:20 | coded 66:20 | collectable | 288:2 |
| 44:5 45:1 | 291:8,14 | CODY 2:16 | 99:6 | coming 23:7 |
| 45:9,12,17 | client's | coincidence | collecting | 170:6,6 |
| 45:25 | 39:20,22 | 170:14,19 | 184:25 | 198:20 |
| 46:13,15 | 39:25 40:2 | 170:21 | 209:16 | 210:20 |
| 46:22,25 | 40:5,14,21 | coinsurance | 247:20 | 217:10 |
| 47:3 48:1 | 40:22,25 | 170:18 | 287:7 | 218:10,21 |
| 48:9,18 | 42:16,21 | Colette 1:15 | collection | commencing |
| 49:15,18 | 45:5 47:11 | 3:2 4:3 | 221:22 | 294:8 |
| 53:10,25 | 49:12 | 5:2,9 13:2 | collections | comment |
| 54:8 55:9 | 74:19 | 13:5,9,15 | 272:22,24 | 161:21,21 |
| 55:23 57:2 | 76:10 78:3 | 13:16,21 | College | 163:18 |
| 58:22 | 79:14 81:4 | 13:22,22 | 128:17 | commenting |
| 59:16 60:7 | 88:1 89:20 | 25:24 | color 251:5 | 163:16 |
| 63:21 | 288:25 | 27:23 | 251:7 | comments |
| 64:13,17 | 290:9 | 30:18 | colored | 163:14,17 |
| 65:1,7,25 | client-s... | 31:20 | 87:10 | commission |
| 67:5 70:8 | 43:11 | 36:14,14 | com 35:25 | 135:6 |
| 70:13,14 | clients | 41:16 | combined | common 74:2 |
| 73:25 74:1 | 38:20 40:1 | 57:21 61:3 | 11:22 | communicate |
| 74:8,11 | 40:3 52:21 | 62:3 70:1 | 12:13 | 8:22 9:9 |
| 76:15,15 | 289:11,20 | 73:19 | 34:24 | 100:8 |
| 77:4 79:5 | clock 94:17 | 91:10 | come 9:4 | 101:18 |
| 80:23 81:1 | close 56:5 | 144:22 | 40:21 | 102:13,14 |
| 81:4,10,17 | 60:13 | 155:22 | 70:13 | 102:25 |
| 81:18 82:5 | 62:20,20 | 167:3 | 78:24 81:8 | 103:2,6,13 |
| 83:13 84:6 | 64:7 65:4 | 171:3 | 83:12 84:4 | 103:18 |
| 85:13 | 65:9,13 | 185:12 | 118:12 | 110:5 |
| 87:17 | 66:5 | 189:18 | 120:11,11 | 113:12 |
| 88:10 89:5 | 126:14 | 231:7 | 120:12 | 235:9,24 |
| 89:12 91:7 | 218:8 | 234:2,2 | 124:6,12 | 236:20,23 |
| 95:11 | closed | 262:5,6,6 | 126:14 | 237:3 |
| 106:8 | 168:13 | 263:22 | 151:2 | communic... |

| | | | | |
|--------------------|---------------------|-------------------|---------------------|---------------------|
| 95:18 | 160:11 | 58:14,16 | 287:23,25 | connects |
| 100:11,21 | 186:11 | 59:8,17 | 288:8 | 39:6,7,7 |
| 103:22 | 187:8,10 | 60:8 126:5 | computers | consider |
| 235:2,14 | 262:5 | 133:8,8 | 51:15 | 211:7,8 |
| 235:20,21 | 265:14,24 | 134:3 | 124:10 | considering |
| 236:24 | company 11:6 | 143:20 | 129:6 | 256:22 |
| communic... | 12:4 13:1 | 146:24 | concerned | consistent |
| 95:23 | 15:5 18:19 | 161:17 | 54:17 | 80:20 |
| 100:25 | 29:15 82:8 | 162:1 | 183:5 | consists |
| 235:6,19 | 82:14 | 163:12 | concerning | 239:22,23 |
| 239:4,5 | 97:15,16 | 211:9 | 226:16 | construc... |
| 292:20 | 97:17 | 267:24 | concise 76:6 | 202:21,24 |
| communic... | 106:10,14 | 268:15,16 | conclude | consultant |
| 224:15 | 106:18 | 277:14 | 271:2 | 41:13 |
| 237:6 | 107:20,22 | 278:7,25 | concluded | 112:12 |
| communic... | 109:21,23 | 279:9 | 293:7 | consultants |
| 24:19 | 128:19,23 | complete | concludes | 37:15 |
| communic... | 130:4,13 | 10:16,20 | 292:24 | 39:20 40:4 |
| 27:24 | 178:3 | 294:12 | conclusion | 41:10,25 |
| 100:15,19 | 183:11 | completely | 78:25 88:7 | 42:19 |
| 103:9 | 191:15 | 10:3,8 | 259:9 | 112:9 |
| 223:21,25 | 200:15 | 12:11 | conducted | consulting |
| 224:5 | 218:21 | 30:23 | 8:8 | 268:21,23 |
| 225:2,14 | 219:25 | 35:19 | confirma... | contact 39:2 |
| 228:5,6,21 | 238:20 | complexes | 117:22 | 99:12 |
| 228:24 | 263:7 | 49:24 | confiscate | 246:13 |
| 229:1 | 264:8 | computer | 220:12 | 276:3 |
| 230:19 | 267:12,13 | 38:9 39:10 | confiscated | 292:8 |
| 232:15,19 | 267:16 | 39:11,14 | 220:14 | contacted |
| 233:8,16 | 269:8 | 39:16,17 | confused | 237:12,12 |
| 234:9,14 | company's | 39:20,22 | 53:18 | contained |
| 234:19 | 107:24 | 39:25 40:6 | confusion | 58:13 |
| 236:3,10 | compare | 40:14,21 | 14:3 | contend |
| 236:13,16 | 245:14,15 | 40:22 | connect 39:4 | 58:15 |
| 244:13 | compared | 42:21 | 41:22 | content |
| companies | 166:10 | 43:16,18 | 56:13 74:5 | 14:14 22:3 |
| 5:13,14 | 211:11 | 43:19 | connected | 39:20 45:9 |
| 11:13,16 | compel | 49:12 | 40:5,14,15 | 54:5 55:23 |
| 11:18,25 | 228:16 | 52:21,22 | 40:17 45:5 | 63:6,7 |
| 12:3,5,15 | compete | 55:11 56:1 | 51:16,16 | 65:23,25 |
| 12:22,24 | 43:24 | 56:1,11 | 74:9,18,19 | 66:9 67:7 |
| 13:19 | 130:14 | 60:12 | 75:20,22 | 67:9,13 |
| 14:10,20 | competing | 62:20 64:7 | 76:9 80:24 | 68:18 |
| 96:4 | 129:3 | 64:12 65:4 | 80:25 | 71:25 |
| 111:11 | 161:10 | 65:9,13 | 83:15 84:8 | 78:13,14 |
| 112:2,5,7 | compile | 104:13 | connection | 93:13 |
| 112:10 | 113:8 | 107:13,14 | 63:11 | 112:25 |
| 113:12,20 | complaint | 234:12,15 | 288:10,14 | 114:14 |
| 131:14,17 | 3:15,25 | 236:20,25 | 288:25 | 115:12,13 |
| 135:12 | 57:22,25 | 242:12 | 289:4 | 117:11 |

| | | | | |
|--------------------|--------------------|---------------------|--------------------|--------------------|
| 132:4,10 | 207:7 | 255:25 | 225:9 | 141:8,8,23 |
| 138:14,14 | 267:16 | convenience | copyrighted | 143:1,2 |
| 141:2 | contractor | 55:25 | 22:3,3 | 147:9 |
| 142:1,1,3 | 16:2 18:7 | 178:5 | 41:11,14 | 155:24 |
| 198:13 | 20:17,20 | conversa... | 42:3 45:17 | 161:12 |
| 256:9 | 23:14,18 | 111:21 | 46:17,23 | 182:14,22 |
| 257:8 | 106:9 | conversa... | 48:2,10,19 | 182:24 |
| 259:1 | 294:15,16 | 276:24 | 48:25 55:9 | 184:19 |
| 261:18 | contractors | copied 200:5 | 56:3 63:22 | 186:12,14 |
| 265:12,12 | 15:1,4,9 | 277:15 | 64:10,18 | 187:9,25 |
| 288:20 | 15:12,13 | copies | 65:1,8 | 191:21,22 |
| 289:7,8 | 15:18 16:3 | 138:20 | 67:7,9 | 193:3,12 |
| 290:2 | 16:24 19:6 | 147:3 | 74:20 | 193:20 |
| contention | 19:7 20:2 | 245:11,17 | 76:23 | 194:22,25 |
| 39:19 | 20:18 | 293:4 | 78:13 81:9 | 196:22,23 |
| 45:25 79:5 | 23:10 | copy 57:21 | 83:14 84:7 | 197:10,13 |
| 285:13,18 | 113:3 | 57:24 | 89:7,21 | 201:18 |
| 290:19,20 | 120:13,14 | 147:15 | 117:4,10 | 202:8 |
| 291:14,17 | 137:23 | 202:11,12 | 131:19 | 203:15 |
| 291:18 | 139:1 | copycats | 132:6 | 225:2 |
| contentions | 142:9 | 200:4 | 171:22 | 227:1,7,15 |
| 42:16,24 | 143:18,19 | copyright | 225:25 | 241:21 |
| 289:8 | 200:13 | 7:15,19,23 | 246:4,7 | 242:1 |
| continue | 227:14 | 28:12 | 290:10,21 | 243:1 |
| 90:19 | contracts | 84:17 | 291:15 | 244:11 |
| contract | 114:1,3 | 102:6 | copyrigh... | 248:6 |
| 3:14 20:2 | 138:2,21 | 103:23 | 14:13 | 250:11 |
| 21:3 91:24 | 140:5,10 | 121:14,16 | copyrights | 251:20 |
| 93:22 | 140:13 | 121:19 | 14:18,21 | 261:12 |
| 94:14 | 141:11,14 | 123:6 | 18:24,25 | 263:15 |
| 96:23 | 142:5,7,8 | 125:13 | 31:18 35:1 | 266:23 |
| 131:15 | 142:17 | 126:1,3 | 54:1 73:18 | 272:25 |
| 137:25 | 143:5,13 | 131:25 | 93:8 | 280:19 |
| 139:13,25 | 143:17 | 132:8,8,11 | 103:20 | 281:8 |
| 141:12 | 145:2,8,20 | 132:13,16 | 104:2 | core 141:20 |
| 143:23,24 | 145:21 | 139:4,8 | 120:23 | 171:4 |
| 144:1,4,9 | 146:11,12 | 140:3 | 121:11,12 | 264:2 |
| 144:14,14 | 146:13,14 | 142:1,2,7 | 121:23 | corporate |
| 144:24 | 146:22 | 145:20 | 122:21 | 1:14 25:12 |
| 145:4,6,9 | 147:4,7 | 187:5 | 123:24 | 25:17 27:2 |
| 145:17,25 | 226:24 | 209:7 | 124:24 | 27:8,18 |
| 146:4 | 227:6,14 | 213:21 | 125:3,6 | 28:14 |
| 192:12,15 | 265:13 | 226:18,19 | 126:7,13 | 30:11 |
| contracted | control | 227:10,17 | 126:15 | 45:16 47:2 |
| 15:19,20 | 125:18 | 241:13,23 | 131:20,22 | 48:17 55:7 |
| 20:19 | 199:23 | 244:12,17 | 132:14 | 58:19 60:5 |
| 285:15,19 | 231:1 | 268:1 | 136:8 | 77:23 |
| contracting | 255:18 | 272:22 | 138:3,4 | 84:16,19 |
| 106:18 | 256:3,4 | 290:10 | 139:3 | 84:20 |
| 191:15 | controls | copyrigh... | 140:2 | 112:1 |

| | | | | |
|----------------|---------------------|---------------------|---------------------|---------------------|
| 127:8,10 | 240:15 | 288:23 | 269:17 | create 33:7 |
| 127:11,16 | 246:11 | County 294:4 | courts | 130:25 |
| 127:20 | 247:21 | 294:21 | 126:17,19 | 135:7 |
| 165:24 | 252:13,16 | couple 21:8 | 126:22,23 | 265:2 |
| correct | 259:7 | 75:25 | 127:2 | created |
| 11:14 | 274:18,19 | 88:16 96:5 | cover 86:12 | 131:6,19 |
| 15:25 | 280:3,7,8 | 97:14 | 190:21 | 132:2 |
| 41:23 42:4 | 281:11 | 101:23 | 210:5 | creating |
| 42:5,18,24 | 287:12 | 149:21 | 213:14,24 | 132:17 |
| 44:15 | 288:11,16 | 156:3 | 218:4 | 193:7 |
| 45:10 46:2 | 289:16 | 167:8 | covered | creative |
| 46:24 | corrected | 189:12 | 139:16 | 193:7 |
| 47:14 48:3 | 295:17 | 207:23,23 | covering | 194:10 |
| 48:11,20 | correctly | 235:15 | 214:1 | crime 126:1 |
| 50:3,13 | 140:24 | 281:20,22 | 228:13 | criminal |
| 51:3,17,18 | 152:5 | 286:14 | covers 31:17 | 228:22 |
| 51:20,21 | 250:17 | course 8:16 | COVID 19:13 | criminals |
| 51:23 | 285:4 | 9:11 10:1 | 19:14,21 | 98:25 |
| 52:13,14 | cost 33:19 | 10:18,21 | 20:1,2,5,7 | 189:17 |
| 52:17,18 | 118:17 | 10:25 | 20:12,19 | 229:16 |
| 60:13 68:4 | 154:8 | 93:25 | 20:21,25 | 230:21 |
| 68:8 72:18 | 160:14 | 131:23 | 21:3,4,20 | criteria |
| 73:9 74:3 | 180:7 | 138:1 | 34:21 95:7 | 55:14,18 |
| 74:6,11,22 | 209:8 | 141:22 | 95:9,16 | CSR 294:6 |
| 84:16,21 | 257:10 | 142:1 | 98:8 99:16 | currently |
| 84:22 89:2 | 291:5 | 175:16 | 101:1,5,12 | 92:14,15 |
| 92:24 | costing | 206:11 | 101:19,21 | 92:17,20 |
| 100:9 | 247:7 | 211:24 | 101:24,25 | 94:25 95:1 |
| 106:3,4 | costs 139:17 | 220:15 | 133:1 | 111:3,7,15 |
| 116:5 | 209:14 | 227:19 | 140:16 | 112:3 |
| 118:20 | counsel 4:4 | court 1:1,25 | 199:23 | 159:19,22 |
| 120:15 | 91:16 | 8:7 61:13 | 258:9 | customer |
| 137:23 | 185:17 | 83:21 | 275:6,14 | 17:21 |
| 138:3 | 210:4 | 124:12 | 276:18 | 158:24 |
| 143:21 | 293:5 | 179:11 | 281:22,24 | customers |
| 145:6,7 | 294:15,17 | 189:5 | 282:6,19 | 156:13 |
| 152:17 | count 7:3 | 192:20 | 283:7,8,15 | 158:11,15 |
| 155:20 | counter | 229:9 | 285:3,15 | 158:23 |
| 159:20,23 | 228:1 | 230:25 | 285:19 | cut 30:23 |
| 162:10,14 | countries | 231:22 | 286:4,13 | 288:25 |
| 162:15 | 15:9 17:20 | 248:4 | COVID-19 | 289:4 |
| 163:3 | 23:17 | 250:4,17 | 4:13 | Czech 132:25 |
| 165:5 | 81:12 | 267:23 | cowardly | 212:20 |
| 183:6,7 | 204:25 | 270:13 | 243:7 | |
| 202:19 | country | 294:6 | crashed | D |
| 206:2,3 | 16:15 | court's | 174:18 | D.C 216:20 |
| 217:13,17 | 17:17 | 231:24 | crawling | daily 111:17 |
| 234:21,22 | 120:19 | courtesy | 200:10 | 227:18 |
| 237:18,19 | 260:14,16 | 231:2 | crazy 196:3 | damages |
| 238:21 | 260:20 | courthouse | 204:15 | 183:20 |

| | | | | |
|---------------------|--------------------|---------------------|---------------------|---------------------|
| 228:14 | 261:17,20 | 245:6,9 | defendant | 126:2 |
| Dane 101:7 | 261:21,23 | 254:9 | 1:9 2:8 | depending |
| 102:1,3,4 | 262:2 | 260:7 | 3:18,22 | 93:21 |
| 102:5,11 | 272:23 | 273:13 | 4:7,9 5:3 | depends |
| 102:13,14 | 273:4 | 294:21 | 30:24 34:3 | 22:12,24 |
| 102:18,25 | 275:25 | days 31:8 | 34:3,11,15 | 22:24,25 |
| 103:2,6,10 | 283:16,18 | 149:23 | 36:13 | 44:19 |
| 103:13,18 | 283:23 | deal 75:1 | 37:14,20 | 160:16 |
| 103:23 | 285:3 | 101:8 | 277:13,14 | 178:19,21 |
| 112:11 | 286:20,25 | 124:17 | 277:21 | 178:23 |
| 237:9 | 287:1 | 191:2 | Defendant's | 218:10 |
| 276:2 | databases | 192:2 | 3:11,12 | 254:13 |
| 281:25 | 285:11 | 201:6 | 25:19,22 | 288:12,22 |
| Dane's 102:9 | date 4:1 | 212:19 | 26:16 | depo 181:3 |
| Dare 87:7 | 136:22 | dealing | 91:17 | deponent |
| 134:8 | 163:1 | 101:21 | 133:4 | 295:1,16 |
| 143:25 | 239:13 | 116:24 | 147:11 | 295:21 |
| 144:21 | 264:14 | 128:6 | 216:5 | depos 204:14 |
| 154:25 | 274:8 | 189:16 | 222:15 | depose 27:1 |
| 217:2 | 278:11,17 | death 125:16 | 253:21 | 58:21 |
| 221:7,10 | 278:18 | Debbie | 268:11 | deposed 6:2 |
| 221:13 | 279:5,22 | 189:19 | 278:6 | 6:11,13,14 |
| dash 114:21 | 295:22 | Deborah 1:24 | defending | 6:19 |
| 165:11 | dates 12:18 | 294:5,23 | 161:12 | deposition |
| data 37:15 | 58:2 86:11 | decide 35:8 | defense | 1:13 3:12 |
| 37:17,18 | 86:12,13 | 98:12 | 260:17 | 4:3 7:22 |
| 37:20,22 | 155:5 | 231:15 | define 15:24 | 8:8 9:2,17 |
| 38:4 42:6 | 216:14,15 | decided | definitely | 10:22 |
| 42:20 46:1 | 216:16 | 28:19 | 21:9,13 | 24:11 |
| 46:3 47:4 | 264:14 | 136:24 | 68:20 86:4 | 25:13,19 |
| 47:5,11 | 279:15,16 | 179:24 | 94:9 | 26:16,24 |
| 49:12,16 | 279:17,20 | 200:15 | 167:11 | 27:25 28:4 |
| 49:17,18 | 279:21 | 263:18 | 169:14 | 28:9,15 |
| 68:6,9 | day 48:23 | 274:3 | 173:6 | 29:18 30:1 |
| 117:25 | 59:19,21 | decision | 212:13 | 30:5,8 |
| 156:7 | 75:2 76:22 | 34:14 | 218:18 | 31:8,10 |
| 162:10,12 | 116:13,22 | declaration | 224:13 | 61:24 62:8 |
| 162:14,16 | 137:14 | 8:25 40:5 | 258:16,24 | 109:13,16 |
| 162:21,25 | 151:20,22 | declare | 277:17 | 110:4,9 |
| 236:5 | 151:22 | 295:16 | 282:11 | 179:14 |
| 237:24 | 152:21,24 | decline | 286:9 | 229:22 |
| 238:18 | 154:23 | 189:25 | 288:4,18 | 231:22 |
| 242:2,3,4 | 161:20 | deeds 269:11 | definitions | 275:5 |
| 242:5,7,10 | 163:20,22 | deeper 165:7 | 31:16 | 292:7,24 |
| 242:11,14 | 166:9 | defamation | defunct 13:7 | 293:3,7 |
| 247:9 | 173:3,25 | 183:21 | delays | 294:7,12 |
| 260:21,22 | 177:23 | default | 283:20 | 295:17,18 |
| 260:23 | 181:4 | 185:8 | denominator | depositions |
| 261:3,4,7 | 189:13 | DeFelice | 168:16 | 10:14 |
| 261:9,13 | 203:3 | 102:10 | department | 205:9 |

| | | | | |
|---------------------------------|------------------------------|-------------------------------|----------------------------------|---------------------------|
| derived 175:3 | developer 98:10 | 99:20 | discuss 34:5 | 278:3 |
| describe 99:15 | developing 118:17 | 171:16 | 80:9 | 290:9,21 |
| 150:22 | development 98:10 | 205:7 | 168:23 | 291:15 |
| described 31:5 211:6 | 118:16 | 244:4 | 254:24 | distribu... |
| describes 129:15 | dial 165:10 | 284:13 | 283:2 | 48:18 |
| DESCRIPTION 3:10 | difference 25:16 | digital 12:12,17 | discussed 28:16 | 49:19 |
| design 17:15 | 74:21 75:1 | 13:21 | discussing 49:21 | 290:18 |
| 17:19 | 75:5,12 | 123:6 | discussion 26:10 | distribu... |
| designate 31:2 | 99:17 | 265:16,17 | 54:21 | 273:1 |
| designated 25:11 31:6 | 148:24 | 265:17 | 174:23 | 291:13 |
| designing 236:6 | different 5:20 7:4 | dinner 199:18,19 | 230:14 | district 1:1 |
| desist 190:19 | 15:9 16:4 | direct 134:13,14 | 291:22 | 1:2 180:22 |
| despite 252:12 | 17:19,20 | 216:8 | disgusting 198:13,25 | 188:24 |
| 257:18 | 20:15 35:3 | 251:4 | 212:8 | 216:22,23 |
| details 37:25 | 44:20,25 | directed 142:10 | dismiss 73:5 | districts 88:17 |
| detect 159:15 | 66:3,21,24 | directing 264:4 | dismissed 72:15 73:1 | 242:19 |
| detected 38:16,17 | 68:17 71:8 | direction 130:1,3 | disorgan... 245:7 | DIVISION 1:3 |
| 38:18 66:7 | 81:15,15 | directly 39:7 | displayed 14:21 | DMCA 18:25 |
| 74:10 | 81:20,21 | 124:12 | 225:15 | 104:3,9 |
| detects 129:15 | 88:16 96:5 | 125:6 | disposed 116:10,12 | 106:2,5,10 |
| deter 179:5 | 100:5 | 131:20 | dispute 184:6 | 106:13,18 |
| determine 17:8 32:3 | 112:23 | 230:23 | 280:16 | 107:20 |
| 109:16 | 117:2 | 235:3,10 | distribute 29:3 45:22 | 108:1,20 |
| 143:3 | 130:18 | 235:24 | 46:3,16,22 | 109:17,19 |
| 226:6 | 131:17 | 236:17 | 47:5,6 | 110:9,18 |
| 227:19 | 149:20,21 | directors 132:21,24 | 48:1,9 | 111:2,10 |
| deterrence 180:5 | 151:23,23 | 132:25 | 277:24 | 111:13 |
| deterrent 180:25 | 155:5,12 | 134:18 | 287:9,15 | 112:2,5,7 |
| 213:23 | 155:12 | 199:23 | 288:21 | 112:10,13 |
| 258:3 | 165:9 | 275:24 | 289:7,12 | 112:14,18 |
| developed 67:5 92:15 | 167:10,10 | 282:3 | 289:15,19 | 113:2,5,12 |
| 92:18 | 178:18,20 | dis-proven 167:23 | 290:3 | 113:21,24 |
| | 181:12 | disagree... 191:8 | distributed 45:9,17,25 | 114:12,19 |
| | 221:16 | disclosing 54:10 | 47:1,4 | 116:8 |
| | 224:11 | discovery 224:24 | 49:16 | 117:8,14 |
| | 238:17 | 226:11 | 220:10 | 117:21,25 |
| | 259:12 | 228:6 | 225:15 | 118:7,17 |
| | 261:13 | 284:11 | 277:13,15 | 118:19 |
| | 289:17 | | 277:18,21 | 119:2,7,18 |
| | differently 81:16 | | | 120:1,24 |
| | 267:22 | | | 122:9 |
| | difficult 88:14 | | | 137:3 |
| | | | | 260:12,16 |
| | | | | 260:19 |
| | | | | DMCA take... |
| | | | | 110:22 |
| | | | | doctored 194:2 |
| | | | | document |

| | | | | |
|--------------------|---------------------|---------------------|--------------------|---------------------|
| 25:18 | 43:25 | 269:13 | 47:10 | 33:5 35:17 |
| 26:19,22 | 57:10 90:7 | domain 11:23 | 53:11 54:3 | 39:9 40:20 |
| 30:21 | 90:9,24 | 131:14 | 54:8 55:15 | 43:22 |
| 78:16,22 | 92:16 | 132:12 | 57:14 | 60:12 |
| 91:20,20 | 98:12 | 263:4,6,15 | 65:21,25 | 79:19,22 |
| 92:2 | 101:13 | door 158:2 | 66:9 67:13 | 85:9 |
| 147:17,22 | 106:5 | 288:2 | 70:11 | downstream |
| 147:23 | 108:5,11 | 289:11 | 74:19 | 160:1 |
| 148:1 | 108:14 | DOS 129:21 | 76:10 | drafting |
| 150:7,12 | 110:14 | dot 35:25,25 | 79:15 | 180:19,20 |
| 195:20 | 122:14,17 | 35:25 | 80:23 81:9 | dream 201:6 |
| 196:19 | 126:4,22 | dots 87:10 | 81:20 | Drive 1:17 |
| 201:12 | 139:20 | downhill | 82:10 83:3 | 5:24 |
| 216:11 | 146:2,3 | 207:9 | 83:4,6,14 | drives 33:20 |
| 222:23 | 151:10 | download | 84:7 85:8 | 33:21 |
| 226:12 | 160:2 | 35:16 | 89:6,6,21 | 124:10 |
| 253:24 | 177:13,23 | 38:20 | 134:7 | DSR 198:20 |
| 268:15 | 179:17 | 40:19 43:7 | 155:4,22 | due 4:13 |
| 278:7 | 180:5 | 43:10,13 | 156:2 | 19:12,14 |
| documents | 193:5,11 | 43:14,22 | 162:4,13 | 19:20 |
| 30:4,7,23 | 194:5,21 | 44:5 45:1 | 162:17,17 | 153:24,24 |
| 99:13 | 198:17,23 | 49:12 56:2 | 164:24 | 205:5 |
| 100:23 | 199:4 | 56:2,6 | 165:2,17 | 283:15 |
| 101:2 | 201:15 | 69:15,17 | 165:17 | 285:14 |
| 131:21,24 | 204:4 | 76:19 | 168:8 | duly 5:4 |
| 222:21 | 205:24 | 89:25 | 169:1,6 | 294:10 |
| 223:14,25 | 208:5,6 | 157:5 | 170:15 | |
| 224:3,5,15 | 222:4,6 | 159:6 | 253:8,9 | E |
| 224:22,22 | 231:24 | 165:10 | 258:23 | E3:8 |
| 224:25 | 248:23,23 | 168:7 | 277:15,17 | earlier |
| 225:2,14 | 249:9 | 169:19 | 278:3 | 49:21 |
| 226:16 | 252:3,4 | 170:4,5,11 | 289:10 | 162:9,11 |
| 227:1,23 | 257:25 | 222:12 | downloader | 203:14 |
| 228:8 | 264:24 | 228:20 | 83:11 84:3 | 211:6 |
| 234:9 | 273:10,11 | 229:23,25 | downloading | 235:13 |
| 262:10 | 274:1 | 245:17 | 29:13 35:5 | 250:23 |
| 285:14 | 281:25 | 259:20 | 38:11 44:1 | 279:25 |
| DocuSign | 286:11,17 | 277:23 | 52:8 55:15 | 285:19 |
| 201:4,11 | 286:24 | 287:8,13 | 55:19 | 291:12 |
| 269:24 | dollar 195:8 | 288:1,15 | 64:10,11 | early 6:17 |
| 270:1 | 267:13 | 288:20,20 | 65:22 67:7 | 7:23 21:4 |
| DocuSigned | dollars | 289:6,7,15 | 67:8 68:11 | 106:25 |
| 202:4 | 33:19 | 290:2 | 68:18 | 277:5 |
| Doe 1:8 4:7 | 93:16 | 291:8 | 71:25 83:1 | easier 11:22 |
| 4:9 234:10 | 94:11 | download... | 88:23 | easily |
| Doe's 3:18 | 210:14 | 132:10 | 90:16,19 | 165:16 |
| 3:20,21,22 | 252:12,15 | downloaded | 90:23 | 190:18 |
| doing 15:19 | 252:20 | 35:10 41:4 | 161:23 | eastern |
| 21:20 24:8 | 257:19,20 | 41:11,13 | 230:7 | 16:18 |
| 24:16 | 267:14 | 42:2,19 | downloads | 17:13 |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| 216:19,20 | 268:1 | 15:25 | 150:11 | 251:16 |
| 216:20,22 | egregious | 16:14 18:7 | 157:13 | Europe 16:18 |
| 216:23 | 28:18,24 | 120:20 | 181:3 | 17:13 |
| 221:6,7 | 32:6,15 | 122:8 | 200:25 | 19:17,25 |
| easy 100:5 | 95:11 | 135:2,5,10 | 262:22 | 140:17 |
| 199:24 | eight 107:18 | 144:15 | entirety | 205:19 |
| 226:18 | 117:2 | 294:15,16 | 206:8,24 | 212:16 |
| 247:1 | 133:14,15 | employees | 207:3,5 | 246:9 |
| 289:3 | 133:18,22 | 14:23,25 | entities | 247:1,15 |
| eaten 253:2 | 154:16 | 15:2,3,8 | 131:5 | 247:21 |
| Ecipio 93:17 | 170:20 | 15:11,15 | entitle 7:14 | 248:6,16 |
| 93:18 94:4 | 221:11 | 16:3,4,8 | entitled | 248:24 |
| 96:3,10,10 | 228:10 | 16:20,23 | 182:3 | 249:6,16 |
| 98:14,16 | 278:22 | 18:1,21 | 241:20 | 249:23 |
| 99:8 | 284:18 | 20:16,17 | entity 131:2 | 250:11,25 |
| Ecuador | either 27:21 | 120:18 | 183:9 | 255:21 |
| 17:14 97:5 | 106:8 | 183:6 | equally | evening |
| 97:19,23 | 149:15 | employment | 74:10 | 138:13 |
| 109:5,10 | 161:14 | 122:12 | equation | eventually |
| 119:11 | 183:22 | enforce | 168:17 | 231:21 |
| 275:25 | 189:22 | 124:24 | equations | Everest |
| 286:7 | 202:16 | enforcement | 119:15 | 128:20 |
| edit 139:6,7 | 244:2 | 123:9,10 | equipment | everybody |
| 139:19 | 255:16 | 123:12,15 | 22:6,22,22 | 24:21 74:1 |
| edited | 270:13 | 123:17,20 | 22:23 23:3 | everyone's |
| 144:13 | elaborate | 123:22,23 | 23:10,11 | 20:9 |
| editing | 60:1 | 124:2,4,6 | 23:13,19 | 213:16 |
| 139:20 | eleven 7:13 | 124:13,14 | 24:2,7,10 | 239:21 |
| 140:4 | 278:21 | 124:20,24 | 136:2 | evidence |
| 142:11 | else's 39:17 | 125:20 | erotic 85:11 | 29:2 34:10 |
| editor | email 117:22 | 126:9,12 | 86:18 | 52:1,4,11 |
| 139:19,21 | 143:9 | 126:15,16 | erotica 83:1 | 52:18,19 |
| education | 159:7 | 126:20 | 171:6 | 52:24 53:9 |
| 130:17 | 237:4 | 127:3,6,12 | 173:8 | 53:10,11 |
| educational | 272:8 | 127:21,22 | 199:25 | 53:25 54:6 |
| 86:21 | 273:6,12 | 127:22,23 | especially | 55:1,7,8 |
| 128:16 | 274:9 | 128:1,9 | 23:8 32:24 | 55:22 56:1 |
| effective | 292:14,14 | enforcing | 148:10 | 56:4 63:1 |
| 123:2 | 292:16,21 | 14:17 | 169:22 | 63:4,5,20 |
| 258:7,16 | emailed | 125:2 | 212:19 | 64:15,17 |
| effectively | 205:3 | 248:6,16 | ESQ 2:3,9 | 64:24 65:7 |
| 182:6 | 273:18,21 | 249:6,15 | estate 22:14 | 79:3,4,13 |
| Effects | emails 228:1 | 249:22 | 135:5,7 | 79:15 |
| 198:24 | embarrassed | 250:11,25 | 145:13 | 83:12 84:5 |
| effort 99:15 | 83:2 | England | 184:6 | 87:25 |
| efforts | embarras... | 100:1 | 187:3 | 159:9,12 |
| 103:19,23 | 69:22 | English | 191:2 | 159:22 |
| 224:17 | employee | 109:9 | estimate | 161:16,25 |
| 225:4 | 11:5 15:1 | enjoy 193:5 | 268:5 | 163:5,9 |
| 266:23 | 15:23,24 | entire 66:25 | estimated | 164:19,22 |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| 165:3,4,20 | 117:22 | 154:12,13 | 215:1 | 183:19 |
| 165:23,25 | 228:4 | 154:15,16 | expensive | 191:22,23 |
| 166:3 | 230:10 | 163:6,11 | 23:5 110:5 | 195:5,18 |
| 167:17,20 | 277:4 | 174:9,16 | 123:2 | 200:15 |
| 167:20,24 | excellent | 175:3 | 180:8 | extortion |
| 168:18 | 124:11 | 211:9 | 195:7,16 | 192:2 |
| 270:22 | exchange | 216:5,9,9 | 237:23 | 201:8 |
| ex 198:15 | 182:21 | 216:18 | 261:2 | extra 156:2 |
| ex-husband | 202:1 | 222:15,16 | experienced | 156:3 |
| 198:16 | 244:7 | 222:16,16 | 282:18 | extract |
| exact 6:21 | excited | 222:19,20 | expert 66:15 | 283:18 |
| 37:25 54:2 | 134:16 | 223:5,7,8 | 78:4 96:16 | extreme |
| 106:15,19 | 146:7 | 223:14,15 | 96:25 97:9 | 19:16 |
| 108:22,22 | excluding | 227:21,24 | 97:11 98:9 | extremely |
| 110:22 | 215:20 | 234:5,6 | 124:11 | 113:1 |
| 111:4,6 | exclusive | 253:21,24 | experts | 142:21 |
| 132:5 | 202:8 | 255:8 | 64:20 67:4 | 162:19 |
| 162:16 | excuse 14:24 | 256:1 | 77:22 | 186:10 |
| 239:24 | 57:11 | 268:11,14 | 94:16,21 | 238:25 |
| 241:10 | 69:20,21 | 268:21 | 94:21,22 | |
| exactly 14:1 | 88:23 | 277:16 | 98:12 | F |
| 16:24 | 115:3 | 278:5,6,7 | 100:25 | F-a-r-e-d-s |
| 22:11 | 134:23 | 278:8,9,9 | explain | 272:20 |
| 27:15 | 158:12 | 278:12,14 | 38:15 | fabricated |
| 29:23 | 159:21 | 278:14,15 | 66:22,24 | 266:24 |
| 37:24 | 162:20 | 278:19,20 | 76:5,8 | face 211:19 |
| 44:19 58:1 | 175:19 | 278:24,25 | 78:5,15,15 | 212:14 |
| 108:25 | 238:10 | 279:15 | 78:17,18 | 243:8 |
| 140:18 | excuses | 293:2 | 114:9,9 | Facebook |
| 150:1 | 69:23 | exhibits | 184:3 | 78:18 |
| 151:10 | exhausted | 58:1 | explained | FaceTime |
| 162:15 | 189:8,16 | exist 12:6,7 | 228:12 | 43:13 |
| 185:14 | exhibit | 142:4,6 | explaining | fact 35:11 |
| 209:8 | 25:18,22 | 143:6,7 | 114:6 | 188:21 |
| 217:24 | 25:24 26:8 | 226:14,18 | 168:11 | 251:9 |
| 235:22 | 26:15 | 227:2 | explains | factors |
| 254:23 | 27:10,12 | existed | 66:15 | 32:14 |
| 263:10 | 27:13,19 | 149:18 | explanation | facts 185:22 |
| 287:19 | 30:12 | existence | 65:21 | factual |
| examination | 91:17,20 | 264:3 | explicit | 31:18 |
| 3:3,4,5 | 91:24 | expect 32:25 | 199:7 | 187:24 |
| 5:5 31:16 | 133:4,7,10 | 81:7 | 200:3 | failure |
| 275:1 | 133:12,13 | 180:15,23 | extension | 285:13,17 |
| 281:18 | 133:20,21 | 257:7 | 153:23 | fair 94:1,11 |
| examine | 134:3 | expense | extent 10:9 | 129:12 |
| 30:24 | 143:20 | 264:24 | 24:18 | 192:5 |
| examined | 146:23 | expenses | 58:11 | 197:24 |
| 294:9 | 147:11,14 | 178:14,14 | 184:14 | 276:9 |
| example | 147:15,15 | 210:5 | 185:21 | faith 197:1 |
| 11:11 | 147:17 | 214:13,14 | extort | fake 104:19 |

| | | | | |
|---------------------|---------------------|---------------------|--------------------|---------------------|
| 197:16 | 273:21 | 267:22 | 260:18 | 268:9 |
| 200:18,19 | fashion | feeling | 269:8 | 271:20,24 |
| 201:17 | 129:2 | 61:21,22 | 281:15 | filings |
| 202:14 | 141:17,20 | 105:12 | 284:16 | 207:1 |
| 270:1 | 161:4 | feels 267:6 | filed 12:8 | 213:15 |
| fall 208:11 | 198:15,18 | fees 178:22 | 36:10 71:3 | 217:23 |
| falling | 200:2 | 208:2 | 72:7,12,17 | 272:1 |
| 63:25 | 212:18 | 215:5 | 72:24 73:7 | filled 246:7 |
| false 289:14 | 239:2 | 252:20,21 | 73:8 | 292:21 |
| familiar 7:6 | fast 67:22 | 252:21 | 153:23,25 | films 145:19 |
| 69:3 96:12 | 142:19 | 253:11,13 | 183:17 | 146:23 |
| 269:21 | faster 35:17 | 253:16,18 | 192:2 | 161:17 |
| family 55:16 | 43:22 | 266:22 | 194:22 | 162:5 |
| 56:15,17 | 130:21 | feet 90:4 | 197:17 | 224:7 |
| 65:24 82:6 | 143:15 | fetish 156:2 | 210:15 | 225:16,24 |
| 82:9,17,18 | 238:4,24 | 170:13 | 213:6,7,10 | 226:17 |
| 82:20 | 283:19 | fevers 21:10 | 213:14 | 245:11,18 |
| 161:13 | fastest 56:7 | FHGs 146:4 | 217:22 | 245:21 |
| 199:19 | father 70:18 | fifteen | 221:20 | 277:16,21 |
| far 12:2,18 | 191:17 | 25:10 | 239:11,12 | finalize |
| 12:18 | 267:15 | fight 33:16 | 239:15,20 | 83:8,25 |
| 13:24 | fault 88:19 | fighting | 240:4,9,12 | finally |
| 18:24,25 | faults | 33:19 | 258:17 | 33:24 |
| 48:5 58:18 | 237:22 | figure | 268:17 | 180:1 |
| 58:20 | favorite | 131:11 | 272:2 | 198:3 |
| 64:20 | 180:9 | figured | files 39:11 | financial |
| 65:17,19 | fax 143:9,9 | 203:4 | 45:1 83:3 | 225:22 |
| 65:19 71:6 | 143:10 | figuring | 95:10 | financially |
| 71:6 72:5 | FBI 124:7 | 131:9 | 127:17 | 294:16 |
| 77:14 | features | file 11:20 | 128:11 | find 104:4 |
| 79:13 | 148:11 | 32:3,5 | 281:9,15 | 110:20 |
| 94:15 | February | 39:12 56:6 | filing 14:1 | 111:8 |
| 110:16 | 274:20 | 99:4 111:7 | 92:21 95:7 | 117:15 |
| 118:16 | federal 31:1 | 132:8,9 | 95:17 | 118:2 |
| 122:12 | 61:13 | 141:2 | 179:1 | 122:3 |
| 123:5 | 124:16,16 | 165:1,2 | 204:21 | 138:23 |
| 136:9 | 125:25,25 | 176:6,11 | 208:7 | 143:11 |
| 138:16 | 192:20 | 176:18 | 209:19 | 157:20,23 |
| 142:24 | 229:9 | 180:3,14 | 210:8 | 158:21 |
| 152:22 | FedEx 244:24 | 183:15 | 213:20 | 165:23 |
| 183:4 | feel 68:23 | 192:4,6 | 214:4,15 | 169:18 |
| 190:11 | 76:2 78:1 | 197:16 | 214:16 | 170:11,22 |
| 192:17 | 103:17 | 213:25 | 215:19,25 | 171:1 |
| 213:21 | 105:7 | 218:4,16 | 218:23 | 211:12 |
| 224:13 | 126:11 | 228:16 | 219:6 | 224:21,22 |
| 238:15 | 161:6 | 239:19,24 | 222:9 | 247:10 |
| 247:23 | 182:3 | 239:24,25 | 224:18 | finding |
| 284:19,22 | 205:10 | 239:25,25 | 225:8 | 47:18 |
| Fareds | 248:2 | 240:1,10 | 252:21 | 110:14 |
| 272:20 | 267:2,20 | 258:16 | 259:25 | fine 134:21 |

| | | | | |
|---------------------|---------------------|---------------------|--------------------|---------------------|
| 231:16 | 141:25 | 258:22 | forgotten | 250:3,12 |
| 232:7 | 163:21 | 278:23 | 281:22 | 251:23 |
| 273:2 | 165:18 | fix 184:22 | form 40:7,9 | 257:5 |
| finish 27:6 | 167:6,12 | 191:16 | 41:6 42:22 | 261:25 |
| 55:5 62:4 | 180:14 | fixed 174:20 | 44:16 45:7 | 275:16 |
| 62:5 98:11 | 181:12 | flaws 237:21 | 45:11 | 276:12 |
| 105:6 | 204:4,13 | Florida | 46:18 | 277:10 |
| finished | 204:13 | 186:3 | 47:12 48:4 | 279:12 |
| 178:12 | 215:4 | 204:1 | 48:12,21 | 280:9 |
| 192:19 | 227:24 | 206:22 | 50:4,19 | 281:12 |
| 194:6 | 240:1,2,12 | 219:21 | 53:2 59:10 | 283:5,25 |
| 229:7 | 245:22 | Fly 44:9 | 59:14 | 285:21 |
| fired 164:4 | 257:11 | focus 111:12 | 63:23 | 292:21 |
| firm 2:3 4:7 | 260:5 | 115:16 | 65:11 71:5 | format |
| 4:10 94:4 | 269:1 | follow 36:3 | 71:17 | 165:12 |
| 179:16 | 275:4 | 128:8 | 72:10,19 | formats |
| 205:25 | 278:17 | 139:9 | 73:12 | 117:2 |
| 206:4,5,20 | 279:5 | 181:22 | 74:12,23 | forms 244:12 |
| 206:22 | 280:2 | follow-up | 75:9,13 | forth 30:25 |
| 207:11,13 | 288:1 | 281:20 | 76:14 | 31:6 |
| 207:22,25 | fits 55:14 | following | 77:14 78:6 | 241:25 |
| 220:11,13 | 55:18 | 46:21 | 79:8 80:8 | 275:13 |
| 234:20 | 56:22 64:6 | follows 5:4 | 82:11,15 | forward |
| 240:14 | 65:5,10 | 83:24 | 83:16 89:9 | 58:21 |
| 241:21 | 66:6 | 189:22 | 89:23 | 70:13 81:2 |
| 242:25 | fitting | footage | 140:11 | 81:5,8 |
| 253:12,14 | 65:12 | 140:4 | 141:12 | 83:12 84:4 |
| 253:15 | five 6:20,22 | foreclose | 144:5 | 180:21 |
| 271:10,14 | 7:5,10,12 | 195:7,18 | 181:7 | 192:7,8 |
| 271:15 | 12:23 13:1 | 195:21 | 182:21 | 204:17 |
| 272:15,18 | 13:20 31:8 | 202:17 | 184:8 | 213:19 |
| 272:19 | 32:7 38:9 | 269:14 | 188:23 | 265:11 |
| 273:10 | 45:21 46:9 | foreclosing | 189:1 | 284:9 |
| 280:13 | 54:3 57:5 | 269:9 | 191:4 | found 43:6 |
| first 3:18 | 61:23 | foregoing | 200:21 | 79:20 |
| 3:20 5:4 | 68:16 | 295:16 | 203:7 | 87:22,23 |
| 13:13,14 | 75:14,23 | forensic | 210:10 | 114:22 |
| 27:12,13 | 81:19 94:6 | 45:4 | 214:5 | 158:20 |
| 87:14 94:6 | 94:8 95:12 | Forensics | 218:25 | 190:18 |
| 105:23 | 107:18 | 234:12,15 | 219:9 | 209:10 |
| 118:4 | 120:5 | 236:21,25 | 227:3 | 226:19 |
| 131:25,25 | 170:20 | forged | 229:3 | 262:7 |
| 132:1,5,15 | 173:17 | 187:14 | 232:21,25 | 263:22 |
| 132:15 | 175:8 | 269:23 | 233:10,20 | 265:7 |
| 136:9,12 | 179:19,21 | forget 101:6 | 240:18 | 290:23 |
| 136:13,18 | 180:24 | forgot | 243:2,12 | four 30:2 |
| 136:21,21 | 214:3 | 100:25 | 247:5 | 68:16 |
| 136:21 | 221:11 | 135:6 | 248:7,17 | 155:1 |
| 137:6 | 224:7 | 275:20 | 249:7,17 | 170:20 |
| 139:10 | 230:2 | 282:10 | 249:24 | 221:11 |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| 272:7 | Fucking | 215:1,3 | 104:1 | 53:13 57:2 |
| 278:23 | 279:4 | 266:22 | 111:7 | 73:10 |
| fourth | full 62:8 | 268:2 | 122:1,2 | 78:16 |
| 104:10 | 137:10 | generating | 128:14 | 79:10 |
| Francisco | 205:8 | 257:19 | 130:19 | 81:24 |
| 264:3 | 238:18 | Genova | 134:16 | 82:10,13 |
| frankly | 258:23 | 183:11,15 | 146:16 | 85:22 86:6 |
| 187:11 | 274:3 | 184:6 | 151:13 | 89:13,15 |
| fraudulent | 285:17 | 187:23 | 164:8 | 89:15 91:8 |
| 269:22,22 | 291:2 | 188:1 | 169:24 | 97:12,13 |
| free 35:17 | full-time | 190:25 | 180:3 | 97:14 |
| 43:24 57:9 | 122:8 | 191:1,1,12 | 185:22 | 110:24 |
| 57:10 83:4 | fully 10:23 | 215:10 | 199:1,2 | 114:24 |
| 83:6 | 62:9,11 | 228:5,17 | 205:2,2 | 139:21 |
| 125:14 | 105:24 | 228:22,25 | 208:9 | 172:12 |
| 130:14 | 140:22 | 229:1 | 211:19 | 187:24 |
| 156:10 | 243:24 | 230:4 | 212:4,7 | 192:12 |
| 157:6 | fun 173:8 | 232:16,20 | 219:16,17 | 195:25 |
| 160:23 | funding | 233:12,16 | 222:9 | 196:1,20 |
| 161:1 | 257:12 | 239:4 | 231:24 | 201:19 |
| 169:16,17 | funds 204:4 | 253:19 | 234:24 | 207:8 |
| 172:1,3,4 | funneled | 265:9 | 244:7,8 | 208:13 |
| 176:23 | 14:2,10 | 284:2,4,11 | 245:9 | 228:11 |
| 177:7 | funny 87:11 | 284:16 | 246:7 | 236:8 |
| 199:15 | 173:8 | Genova's | 247:11 | 238:18 |
| 209:21,23 | 199:16 | 230:20 | 250:8 | 242:25 |
| 209:24,24 | further 3:5 | geolocation | 254:14 | 243:23 |
| 259:21,21 | 69:9 132:7 | 54:3 | 271:22 | 248:12,14 |
| 259:22 | 292:2,4 | 242:16,23 | 272:4 | 248:18 |
| French | 294:14 | geolocat... | 273:4 | 249:13 |
| 128:18 | | 242:18 | 274:1,13 | 251:19 |
| friend | G | German | 288:7 | 254:14 |
| 237:10 | G 110:6 | 273:13,14 | 290:14 | 266:16 |
| 264:3 | gaffer 138:8 | 273:15,18 | girl 18:6 | 292:13 |
| 282:2 | galleries | 273:21 | 136:24 | given 57:3 |
| friends | 146:5,6 | 274:5 | 137:1 | 57:11 |
| 179:9 | games 191:10 | Germany | 154:24 | 65:20,21 |
| front 26:15 | garbage | 97:20 | 156:3 | 69:2 70:17 |
| 85:10,17 | 260:13 | 100:1 | girls 141:19 | 81:1 93:24 |
| 97:18,21 | gather 99:13 | 204:23 | 151:9 | 182:13,20 |
| 106:19 | gathered | 205:4 | 154:25 | 192:14 |
| 128:21 | 49:17 | 272:9,20 | 155:12,14 | 223:4,6,7 |
| 148:18 | 285:2 | getting 24:3 | 155:15 | 223:9,10 |
| 165:18 | general | 40:23,24 | 161:4 | 253:6 |
| 178:15,17 | 219:19 | 47:23 | 173:8 | gives 139:24 |
| 283:21 | generate | 51:13 | 177:2 | 174:10 |
| froze 63:14 | 217:20 | 59:23 83:6 | give 9:23 | giving 67:19 |
| frozen 63:10 | 257:8,13 | 100:4 | 10:23 14:4 | 70:20 |
| frustrating | 268:6 | 101:5,5 | 14:18 15:6 | 191:24 |
| 283:22 | generated | 103:16 | 18:16 | 195:20 |

| | | | | |
|--------------------|-------------------|-------------------|-----------|---------------------|
| 196:7 | 157:3,5,17 | God 7:20 | 177:14 | 273:20 |
| 205:11 | 157:19,22 | goes 12:2 | 178:18 | 275:8,11 |
| 249:11 | 158:19,25 | 116:1 | 179:25 | 276:19 |
| 272:17,25 | 159:5,6,24 | 133:18 | 181:10,22 | 279:2,23 |
| 273:1,16 | 160:2,4 | 142:24 | 182:4,4,9 | 289:4,24 |
| 275:6 | 163:15,19 | 160:1,19 | 184:4,4,8 | 291:4,20 |
| 282:23 | 164:10 | 180:14 | 185:12,20 | 292:6,10 |
| global 15:4 | 166:24 | 279:23 | 185:20 | good 5:23 |
| globally | 170:11 | going 12:6 | 186:8 | 61:21,25 |
| 15:6 | 171:2,11 | 14:2,6,6,9 | 187:24 | 91:4 95:13 |
| go 8:3 9:4 | 171:17 | 19:23 | 189:11,13 | 96:24,25 |
| 17:15 | 174:19 | 26:25 | 189:25 | 98:18,23 |
| 18:24 | 177:15,20 | 27:25 | 194:11,24 | 103:17 |
| 23:14,15 | 184:11 | 28:22 | 195:6 | 105:7 |
| 23:16,19 | 186:21 | 36:22 | 196:21 | 108:16 |
| 26:6,7 | 191:16 | 47:17 49:4 | 197:25 | 116:14 |
| 28:19 | 193:9 | 49:9 53:16 | 198:7,8 | 119:15 |
| 30:21 | 195:1 | 58:6 63:16 | 200:17 | 157:13 |
| 31:11,16 | 197:24 | 66:14,24 | 201:7 | 162:24 |
| 34:15 37:6 | 199:22 | 66:25 | 204:16 | 163:1 |
| 40:12 49:3 | 209:20,21 | 67:18,23 | 205:10,10 | 164:8 |
| 50:1 54:15 | 209:23 | 76:17 | 209:19 | 180:17 |
| 56:24 58:3 | 216:25 | 82:22,24 | 210:21 | 184:23 |
| 60:18 61:7 | 223:5,21 | 85:3 86:25 | 213:25 | 194:6 |
| 66:24 72:4 | 224:10 | 91:2 92:22 | 214:10,18 | 195:2 |
| 82:22 | 226:10,10 | 92:23 | 220:2 | 196:6 |
| 84:24 | 230:12 | 94:17 97:3 | 227:8 | 203:24 |
| 91:23 | 231:22 | 97:9 98:9 | 228:16 | 204:5 |
| 94:19 | 237:9 | 102:21 | 229:8,13 | 207:20 |
| 98:11 | 238:5,19 | 105:19 | 229:14,14 | 221:5 |
| 105:14,16 | 238:20 | 108:24 | 230:20 | 263:18 |
| 111:9 | 242:17 | 115:12,13 | 231:18,21 | 264:9 |
| 114:4,4,11 | 247:16 | 115:16 | 232:9,12 | 275:13 |
| 116:19 | 250:17 | 130:3,20 | 234:1 | 286:18 |
| 120:11,12 | 254:19,20 | 130:23,23 | 235:16 | Google 44:18 |
| 121:25 | 258:18 | 135:22 | 237:10 | 44:24 |
| 124:11 | 259:20 | 139:6 | 241:4 | 78:12 |
| 127:17 | 260:18 | 140:18,19 | 248:18,22 | 104:14,23 |
| 130:21 | 263:1 | 141:1 | 250:8,13 | 104:25 |
| 133:10 | 267:23 | 150:15 | 250:16,16 | 105:1 |
| 135:1 | 269:17,19 | 151:8 | 253:3 | 108:22 |
| 136:16 | 270:3,13 | 153:4,8 | 255:4 | 111:19 |
| 141:11 | 270:13,17 | 157:11 | 256:20 | 113:3 |
| 142:25 | 272:6 | 159:10,10 | 257:10,13 | 115:1 |
| 145:11 | 279:15 | 159:13 | 257:13 | 116:7,14 |
| 148:11 | 290:13 | 161:9 | 258:4 | 122:10 |
| 150:5 | 291:25 | 167:15 | 261:2 | 148:1,8 |
| 153:3 | 292:14 | 169:24 | 266:2 | 150:23 |
| 154:15 | go-between | 174:3 | 267:22 | 152:3,4 |
| 156:8 | 102:7 | 176:17 | 273:9,12 | 153:4,10 |

| | | | | |
|---------------------|---------------------|--------------------|---------------------|---------------------|
| 156:15 | 21:10,15 | 193:10 | handling | 33:20,21 |
| 158:21 | 29:7 35:9 | 196:10,10 | 73:15 | 61:22 |
| 160:6 | 106:7 | 200:12 | 115:14,14 | 70:23 |
| 162:18 | 129:5,6,6 | 202:15 | 126:24 | 99:16 |
| 167:1 | 141:3 | 203:15 | 194:5 | 101:24 |
| 259:13 | 148:17 | 204:9,22 | hands 113:9 | 118:14 |
| gotten 66:8 | 174:5 | 207:23,24 | handwriting | 124:10 |
| 177:18 | 178:24 | 242:11 | 269:3 | 129:23 |
| 210:7 | 182:7 | 255:16 | handy 286:21 | 140:20 |
| 245:5 | 202:4 | 264:10 | hang 30:13 | 212:12 |
| 283:18 | 213:7 | 275:25 | 54:16 | 229:19 |
| government | 214:4 | 276:1 | 186:1,1,16 | 276:17 |
| 191:18 | 230:5 | | 186:16,22 | hard-core |
| 207:16 | 256:13,13 | H | 187:19 | 202:25 |
| 244:12 | 263:16 | H 3:8 | 189:18 | harder 44:3 |
| grabbing | 270:2 | habitual | 231:7,7 | 44:3 |
| 151:8 | 276:24 | 29:2 32:9 | 234:2 | 141:19 |
| grandpar... | 278:9 | 32:14 | 254:18,18 | 171:4 |
| 212:20 | 282:12,16 | 34:11 | 275:3 | 264:2 |
| great 109:9 | 282:25 | 38:10 | 278:20 | 276:16 |
| 150:23 | guessing | 170:12 | 281:6,6 | 285:12 |
| 152:8,8,9 | 34:5 36:12 | 258:24 | hanging | hardship |
| 180:2 | guest 87:16 | habitually | 286:24 | 95:8 |
| 194:19,20 | guilty 68:23 | 33:5 | 287:2 | haulers |
| 194:21 | 88:6 | half 99:11 | happen 11:1 | 21:11 |
| 198:2,2,3 | gutsy 257:14 | 149:22 | 68:14 | he'll 90:10 |
| 209:9,11 | guy 94:5 | 176:1,4 | 130:7 | head 42:1 |
| 209:12 | 101:3,4,7 | 191:24 | 212:12 | 44:11 |
| 213:23 | 101:20,23 | 193:25 | 252:2,7 | 144:7 |
| greedy 13:11 | 101:25 | 195:20 | 258:11 | 209:12 |
| gross 154:5 | 102:22,22 | 196:12,14 | happened | 275:19,25 |
| 175:13,13 | 120:9 | 196:16,20 | 48:6 58:15 | 281:23,24 |
| 179:20,20 | 124:8 | 200:15 | 63:17 | 282:10 |
| 179:21,21 | 155:21 | 201:16,18 | 66:10,14 | headquar... |
| group 110:17 | 207:14 | 201:18,19 | 81:25 | 257:17 |
| 171:4,6 | 215:4 | 201:23 | 88:16 | hear 9:18,19 |
| 203:23 | 222:11 | 266:4 | 201:3 | heard 69:7 |
| 209:11 | 230:7 | 283:9,10 | 243:17 | heck 161:8 |
| 221:2 | 264:6,9 | 283:11 | 276:5 | held 12:16 |
| grouped | 265:8 | 286:6 | 277:25 | 12:22,24 |
| 124:18 | guys 32:25 | HALL 2:16 | happening | 13:19 |
| groups | 44:3,4 | halt 282:9 | 93:11 | 272:2 |
| 154:18 | 90:22 | hand 294:21 | 159:18 | Hello 63:9 |
| grow 130:13 | 98:19,24 | handful | 204:20 | help 58:3 |
| growing | 100:24 | 107:9,9,10 | happens 43:3 | 102:21 |
| 204:7 | 102:24 | 107:16,17 | 44:13 | 119:15 |
| guess 5:21 | 144:12 | handle | 260:7 | 137:2,3 |
| 9:24 12:8 | 155:15 | 107:14 | happy 110:25 | 145:12 |
| 16:12 | 184:17,19 | 117:13 | 142:23 | 146:4 |
| 20:15 | 192:21 | 248:1 | hard 29:5 | 150:13 |

| | | | | |
|--------------------|--------------------|---------------------|---------------------|---------------------|
| 184:21 | 140:6,8,10 | 65:24 | 119:1 | 17:18 |
| 185:2 | 142:14,16 | 67:11 | 134:9 | 20:24 21:3 |
| 194:1 | 144:14 | 195:16 | 195:7,12 | 21:14 |
| 196:21 | 145:17 | homes 195:14 | 195:22 | 145:23 |
| 202:2 | 219:20 | honest 12:11 | 196:1,8 | 194:8 |
| 204:9 | 226:23 | 58:7 | 269:10 | 198:16 |
| 227:8 | 227:6,8,9 | honestly | household | 203:1 |
| helped | hired 125:8 | 128:5 | 70:11,16 | 262:23,25 |
| 146:23 | hiring 15:6 | hope 186:2 | 70:24 | 263:3 |
| 219:20 | hit 170:24 | 195:2 | 71:11 | 275:22 |
| helping 9:3 | 171:1 | hopefully | houses 69:11 | hypothet... |
| 20:22 | 199:2 | 26:1 35:20 | 155:11 | 165:22 |
| 102:5 | 212:13 | 179:5 | Houston 2:5 | 166:19 |
| 122:18 | 221:15 | 194:5 | hub 60:21 | 169:2 |
| 193:6,25 | 279:15,16 | 230:24 | 62:17 | hypothet... |
| 196:23 | 279:20,21 | 292:20 | 199:1 | 167:20 |
| helps 17:19 | 279:22 | hoping | 211:17 | I |
| 52:19 | hits 34:10 | 265:10 | HUDSON 1:25 | ice 174:8 |
| 204:18 | 34:16,19 | 267:4 | huge 33:22 | iCode 128:19 |
| Henderson | 37:11 | horrible | 117:9,9 | idea 91:9 |
| 1:18 5:24 | 60:25 86:3 | 33:22 | 130:8,8 | 184:16 |
| 143:11 | 221:12 | 211:20 | 196:9,9 | 198:6,10 |
| hereunto | 238:10 | horses 129:4 | 219:22 | 199:8 |
| 294:20 | 242:20 | hospital | 269:20 | 200:6 |
| hey 43:16 | hold 9:6 | 286:15 | huger 177:19 | 201:8 |
| 158:3 | 14:11,11 | Hot 14:14 | huh 60:17 | 212:1,21 |
| hidden | 14:20 | 155:3 | 107:5 | 212:23 |
| 163:18 | 22:19 | 279:4 | 175:19 | 228:2 |
| high 153:15 | 30:15 | hours 16:23 | 199:11 | 257:12 |
| 153:15 | 166:23 | 19:2 56:7 | 219:10 | 263:18 |
| 156:20 | 232:4 | 56:12,13 | humanly 58:7 | 268:8 |
| 161:3 | 282:5 | 68:13,13 | hundred | identifi... |
| 177:6,11 | holding | 69:17 | 17:23 | 25:23 |
| higher | 11:25 12:3 | 89:24,25 | 50:16 | 91:18 |
| 261:18 | 12:4,5,15 | 90:2 | 57:19 | 133:5 |
| highly | 14:10,19 | 189:12 | 119:3 | 147:12 |
| 170:22 | 131:14 | 260:9 | 140:1 | 216:6 |
| 186:13 | 259:24 | house 23:20 | 147:6 | 222:17 |
| highway | 263:7 | 32:12,16 | 195:8 | 253:22 |
| 39:18 | 280:15,17 | 49:23 | 200:4 | 268:12 |
| 287:25 | 280:19 | 52:20,22 | 269:13 | identified |
| 291:7 | 281:9,15 | 53:5 56:5 | hundreds | 64:9 |
| Hills 1:17 | Holdings | 56:12 66:4 | 50:15 75:2 | identifies |
| 5:24 | 13:10,22 | 68:13,18 | 112:19 | 78:3 |
| 184:20 | 262:6 | 69:10 72:3 | 113:2,10 | identify |
| 203:24 | 265:1,2,15 | 75:25 | 117:3 | 29:10 50:2 |
| Hines 1:24 | 265:19 | 76:21 | 161:23 | 51:2,22 |
| 4:12 294:5 | Hollywood | 81:11 90:3 | hunter | identifying |
| 294:23 | 23:15 | 118:10,12 | 259:15 | 50:2,6 |
| hire 17:19 | home 20:14 | 118:18,23 | husband | |

| | | | | |
|--------------------|---------------------|--------------------|--------------------|--------------------|
| 51:23 | improvem... | 287:4 | 149:2 | 102:6 |
| illegal | 238:1,2,3 | independent | 151:25 | 122:6 |
| 35:18,19 | 238:11,12 | 16:3 20:16 | 152:9,16 | 129:16 |
| 40:20 43:6 | 238:15 | 20:18,20 | 152:19,25 | 220:24 |
| 44:7 64:12 | in-house | 23:10,13 | 182:1 | 253:7 |
| 65:22 | 92:18 | 23:18 | 188:14 | 270:18 |
| 90:25 | 118:11 | 137:23 | 208:12 | infringer |
| 116:9 | 119:6,9 | 139:1 | 228:12 | 34:12 |
| 195:18 | 120:8,10 | 142:9 | 233:5 | 56:24 |
| 246:1,24 | 120:17 | 143:17,18 | 237:13 | 65:15 68:5 |
| 247:9 | 121:24 | 227:14 | 241:23 | 70:9 76:16 |
| 252:2 | 122:22 | 294:15,16 | 244:7 | 95:14 |
| illegally | 137:20,22 | indi 96:5 | 250:22 | infringers |
| 45:1 66:1 | 139:20 | India 101:3 | 290:16 | 28:18 32:6 |
| 67:8 | inactive | 242:4,7,10 | 292:9 | 32:15 |
| 222:12 | 13:4 | 242:12 | infringed | 91:21 |
| 229:9,11 | inapprop... | 252:25 | 14:16 54:1 | 95:11 |
| 247:2,4,20 | 146:16 | Indian 94:4 | 55:9 63:6 | infringing |
| 248:6,16 | incentive | indicating | 63:7,22 | 29:4 42:13 |
| 249:5,16 | 251:19 | 273:7 | 64:18 65:1 | 52:2 55:23 |
| 249:22 | 272:25 | individual | 65:7 66:1 | 110:15 |
| 250:10,25 | include | 31:6,7 | 78:13 79:6 | 111:8 |
| 256:18 | 253:11,13 | 149:13 | 87:4 104:4 | 122:20 |
| Im 9:1 | 253:18 | 150:17 | 106:8 | 169:6 |
| immediately | including | infancy | 113:1 | 173:6 |
| 52:8 | 109:24 | 261:10,14 | 136:23 | innocent |
| 163:23 | 224:18 | influence | 141:24 | 71:1,4,15 |
| 260:4 | 225:8 | 61:17 | 163:20 | 71:19 72:5 |
| impartia... | 228:5 | 174:2,7 | 217:11 | 72:6,7,13 |
| 294:18 | 234:10 | information | 222:3 | 72:17,24 |
| impermis... | income 20:10 | 34:17 | infringe... | 72:24 73:8 |
| 225:24 | 175:17,20 | 37:12 40:1 | 38:15,16 | inquired |
| impersonal | 175:20 | 40:16,24 | 38:17 | 71:20,22 |
| 115:8 | 179:20,20 | 53:14 | 62:19 | 71:24 |
| implying | 179:22,25 | 60:16,19 | 84:18 89:2 | Instagram |
| 176:5 | 180:24 | 62:16,18 | 132:18 | 18:5,6 |
| important | 201:20 | 62:22 80:4 | 148:23 | install |
| 37:4 176:9 | 210:2 | 80:6,13,20 | 179:3 | 33:10 36:5 |
| 242:21 | 215:6 | 80:21 | 187:6 | 36:7 39:18 |
| 254:7 | 224:6,16 | 84:21 | 225:23 | 287:22 |
| impossible | 225:3 | 101:4,6,8 | 270:5 | installed |
| 166:8 | 257:1 | 101:10 | infringe... | 46:13 |
| 168:3 | incorrect | 103:16 | 35:12 38:2 | installing |
| 260:12 | 36:11 | 106:19 | 55:13 | 291:8 |
| improbable | 97:13 | 113:19,23 | 58:12,13 | instance |
| 169:12 | increased | 113:24,25 | 58:15 59:7 | 172:13 |
| 170:23 | 176:24 | 113:25 | 59:11,16 | 226:9 |
| 171:1 | 177:1,7,9 | 114:2 | 60:7 69:14 | instructing |
| improved | 177:12,16 | 148:15,21 | 75:2 87:4 | 187:22 |
| 160:13 | incurred | 148:25 | 87:18 | instruct... |

| | | | | |
|--------------------|---------------------|--------------------|-------------------|--------------------|
| 181:23 | interrog... | 131:6 | 122:3 | 220:19 |
| 241:7 | 285:18 | 181:13,17 | 165:8 | 234:11,15 |
| instructs | interrupt | 184:7 | 180:18 | 235:3,10 |
| 9:13 241:8 | 64:21,22 | 186:7 | 209:12 | 235:12,14 |
| intellec... | 77:17,18 | 187:4 | 237:4 | 235:21,24 |
| 22:5 | 91:15 | 192:23 | 241:13,21 | 236:2,18 |
| 234:25 | interrupted | 194:9 | 242:16 | 237:22 |
| 244:4,9 | 111:22 | 196:3 | 247:10,12 | 238:1 |
| 280:18 | interven... | 226:1 | 258:20 | 242:2,5,8 |
| 281:8 | 230:25 | 265:9 | 259:9 | 242:10,11 |
| intend 80:6 | introduce | 294:16,18 | 263:6,7 | 242:18 |
| interacted | 5:7 | IP 24:22,23 | 271:19 | 244:13 |
| 128:9 | invent | 28:11 | 290:8,17 | 245:11 |
| interaction | 122:24 | 29:11 | 290:17,18 | 247:2 |
| 282:1 | invest 264:7 | 32:11,19 | IPJ 180:18 | 248:5,15 |
| interest | 266:11,14 | 32:20,22 | IPP 3:14 | 248:23 |
| 80:21 | invested | 33:15 | 7:10 39:4 | 249:5,10 |
| 85:13 | 182:18,20 | 37:13,15 | 45:10 46:1 | 249:15,22 |
| 182:13,21 | 193:18 | 38:8,19 | 46:3,5,12 | 250:10 |
| 280:22 | investigate | 39:5 40:2 | 46:16,16 | 251:6 |
| 281:1,4,8 | 248:25 | 40:25 42:9 | 46:22 47:8 | 252:23,25 |
| interested | investig... | 42:12,14 | 47:10 48:1 | 271:10,13 |
| 126:22,24 | 247:23 | 42:15,16 | 48:9,18 | 271:18 |
| 141:18 | 251:10 | 42:20 | 49:11,14 | 272:6,21 |
| 294:17 | investig... | 43:16 45:5 | 49:16,17 | 272:23 |
| interests | 246:17,18 | 46:5,6,13 | 49:17,19 | 273:1,2,16 |
| 79:14,20 | 251:11 | 50:2,9,12 | 74:10,21 | 273:17,23 |
| 79:24 | investig... | 50:18 51:2 | 77:15 | 274:1,2,4 |
| 83:11 84:3 | 47:16 80:1 | 51:5,7,10 | 91:25 92:6 | 276:3 |
| interface | 80:2 | 51:12,17 | 92:14,19 | 282:1 |
| 238:8 | 234:10 | 51:20,22 | 92:20,23 | 290:10,22 |
| internet | investig... | 52:3,5,12 | 92:25 | 291:16 |
| 5:13 38:22 | 234:11 | 52:20 54:2 | 93:10,16 | IPP's 45:4 |
| 38:23 52:7 | investig... | 55:10,11 | 93:20 94:5 | 47:4 101:4 |
| 60:17,20 | 51:25 53:7 | 56:14 | 94:10,15 | 129:14 |
| 63:11,14 | 209:15 | 63:20 64:9 | 94:19,25 | IRS 191:16 |
| 63:14 83:6 | 213:17 | 65:3,8,15 | 95:1,10,19 | ISP 56:7 |
| 108:8 | investment | 65:24 66:8 | 95:23,25 | 62:19,23 |
| 160:23 | 183:10 | 66:23 | 96:11 | 62:24 63:2 |
| 161:1 | investors | 67:13,20 | 97:20 | 71:24 81:3 |
| 212:3 | 193:16 | 68:3,6,21 | 99:12 | 90:7,24 |
| 245:21 | invited | 78:4,23,25 | 100:19,21 | issue 11:10 |
| 246:3,6 | 289:25 | 79:1,2 | 101:6,9 | 11:10,11 |
| 251:20,25 | involve | 80:19 82:3 | 102:7 | 17:3 47:18 |
| 252:5,5 | 155:6 | 83:10 84:2 | 103:14 | 54:11 |
| 270:10 | 184:8 | 87:25 | 118:12 | 184:1 |
| 289:1 | 221:22 | 100:19 | 129:18,20 | 282:1 |
| interrog... | involved | 104:7,12 | 129:23 | issues 17:2 |
| 3:20,21 | 13:10 | 110:14 | 140:22 | 196:7 |
| 86:9 284:4 | 123:12 | 111:8 | 205:14 | |

| | | | | |
|---------------------|--------------------|-------------------|--------------------|---------------------|
| J.T 2:10,10 | 136:16 | 201:7 | 175:1 | 199:10,12 |
| 4:6,8,8 | 154:16 | 204:3 | 181:21,25 | 211:14,22 |
| 187:16 | 163:25 | 208:1 | 182:11 | 211:23,23 |
| J.T.'s | 165:11 | 254:17 | 184:10 | kind 29:4 |
| 292:19 | 167:7,12 | 264:1 | 186:9,18 | 33:11,12 |
| jail 99:7 | 260:6 | 284:9 | 187:1,8 | 35:14 |
| 203:21 | keep 21:23 | Khazen 2:9 | 188:7,12 | 39:17 |
| 207:14,18 | 44:2 76:2 | 3:3,5 4:6 | 189:5,19 | 49:25 52:8 |
| 266:4 | 76:7 82:23 | 4:6,19 5:6 | 190:23 | 58:5 60:21 |
| January | 95:15 | 6:1 18:10 | 195:4 | 67:12 69:2 |
| 153:25 | 115:25 | 24:24 26:5 | 201:10 | 80:16,17 |
| Jay 24:22 | 116:14,20 | 26:13 28:6 | 203:10 | 88:21 |
| 194:20 | 129:19 | 31:24 | 210:16,22 | 89:15 90:8 |
| Jay's 24:25 | 130:23 | 36:21 | 211:5 | 101:5 |
| job 129:21 | 138:6 | 40:10 41:2 | 214:11 | 113:14,25 |
| 194:6,21 | 170:6,6 | 41:9,21 | 216:7 | 115:1 |
| Joe 230:5 | 179:18,25 | 42:23 45:3 | 217:4,12 | 124:15 |
| John 1:8 | 189:14 | 45:8,14 | 219:1,13 | 129:7 |
| 3:18,20,21 | 205:11 | 46:20 | 222:18 | 134:15 |
| 3:22 4:7,9 | 208:5,6 | 47:13 48:7 | 227:11 | 136:10 |
| join 151:22 | 209:18,22 | 48:15 | 230:9,12 | 152:7 |
| 258:6 | 217:18 | 50:10,20 | 232:14,23 | 160:7 |
| joining | 244:1,6 | 53:3,20,24 | 233:7,14 | 162:23 |
| 161:20,24 | 254:17 | 54:15,24 | 234:4 | 171:6 |
| journal | 257:22 | 58:10 59:5 | 240:21 | 199:6 |
| 128:22 | 271:20,20 | 59:13 61:8 | 243:5,14 | 200:8 |
| journals | 272:16 | 62:6 64:4 | 247:18 | 210:19 |
| 228:1 | 273:16 | 67:15 70:6 | 248:9,20 | 212:15 |
| jt@jtmor... | 274:4,16 | 71:14,21 | 249:14,20 | 217:5 |
| 2:13 | 275:8,9,11 | 72:11 73:2 | 250:6,18 | 222:9 |
| judge 7:11 | 287:6 | 73:24 | 252:10 | 264:9 |
| 55:21 | 291:10 | 74:17 75:6 | 253:23 | 265:8,9 |
| 66:15 | keeping | 75:10,16 | 254:22 | 271:13 |
| 88:17 | 152:22 | 77:10,17 | 255:7 | 280:19,25 |
| 195:17 | 215:6 | 77:19 78:8 | 257:6 | kinds 224:11 |
| 228:17 | 231:3 | 78:21 79:9 | 262:3 | Kingston |
| 259:2 | 272:13,14 | 80:11 | 268:13 | 207:15 |
| judgements | 273:15,25 | 82:12 83:7 | 271:8 | knew 68:12 |
| 184:25 | 274:15 | 83:19 | 274:22 | 76:19 98:5 |
| judges 81:15 | 287:4 | 84:13,23 | 275:16 | 201:6,8 |
| 88:4,7,12 | keeps 70:20 | 85:5 89:18 | 276:12 | 265:4 |
| jump 187:22 | 70:21 | 91:14,19 | 277:10 | knocking |
| jumping | 279:2 | 105:11,21 | 279:12 | 288:2 |
| 129:4 | Keith 179:7 | 111:24 | 280:9 | know 6:9,21 |
| junk 273:9 | 208:19 | 133:6,24 | 281:12,19 | 7:6,14 8:5 |
| jury 66:15 | 215:8 | 140:12 | 283:6 | 8:15 9:7 |
| 170:25 | 252:1 | 145:1 | 286:3 | 9:20 10:5 |
| | kept 21:20 | 147:13 | 291:23 | 10:9,24,25 |
| K | 93:5,8 | 164:10,18 | 292:2,19 | 12:9 13:2 |
| Kaisa 136:15 | 99:2 179:8 | 167:18 | kids 198:25 | 14:1,6 |

| | | | | |
|------------|------------|------------|------------|------------|
| 15:5 16:9 | 63:12,16 | 112:21,25 | 173:5,12 | 210:11,12 |
| 16:10,13 | 64:20,24 | 114:5,20 | 173:13,15 | 211:25 |
| 16:22,25 | 65:23 | 114:22 | 173:16,17 | 212:1,6,14 |
| 17:2,3,12 | 66:13,16 | 115:9,14 | 174:17,17 | 212:16,19 |
| 17:16,22 | 66:17,19 | 115:25 | 175:24 | 212:21 |
| 18:6,14 | 68:20 69:2 | 116:2,17 | 176:8,16 | 213:3,22 |
| 19:16 20:7 | 69:10 | 117:1,5 | 176:17,18 | 214:8,10 |
| 20:13 | 70:22 71:6 | 118:3,5 | 176:20,25 | 216:1,3,15 |
| 23:14,25 | 71:7,9 | 119:3,17 | 177:17,17 | 216:16,21 |
| 24:16,16 | 72:14 | 119:21 | 177:21 | 217:19,24 |
| 25:16 | 73:13,14 | 120:4 | 178:17,20 | 218:6 |
| 27:21,21 | 73:16,18 | 122:11 | 180:6,19 | 219:14,21 |
| 28:20,21 | 75:5,11,20 | 123:13,18 | 180:22,25 | 220:18,20 |
| 28:23,25 | 75:23 76:4 | 123:19 | 181:12,17 | 221:18,18 |
| 29:1,8,12 | 76:4,9 | 127:4,7 | 183:17 | 221:20 |
| 29:14 | 77:1,9 | 128:3 | 184:15,18 | 222:2,2,3 |
| 30:22 | 78:11 | 130:2 | 185:21,23 | 222:12,22 |
| 31:12 | 79:18,23 | 135:22 | 185:24 | 224:11,12 |
| 32:13,23 | 80:5 81:3 | 136:15,24 | 186:5,13 | 225:25 |
| 33:4,8,11 | 81:12,24 | 140:1,15 | 186:18,25 | 228:13 |
| 33:14,23 | 82:16,16 | 140:19 | 187:4 | 229:13,20 |
| 33:24 34:2 | 82:20 83:5 | 141:2,4,19 | 188:24 | 229:21 |
| 34:2 35:5 | 86:4 87:2 | 142:25 | 189:12 | 230:16 |
| 35:11,15 | 88:20 90:1 | 144:6,12 | 191:9,12 | 231:9,13 |
| 36:6,6,9 | 90:4,5,22 | 144:25 | 192:1,2,3 | 231:15 |
| 36:10,11 | 91:1,3 | 145:12 | 192:18,24 | 233:20 |
| 37:24,25 | 93:2,2,9 | 146:25 | 193:1,2,6 | 238:19,25 |
| 37:25 38:7 | 93:10,11 | 147:18,19 | 193:8,21 | 239:8,22 |
| 38:10 41:3 | 93:13 | 149:4 | 194:10,17 | 239:23 |
| 42:6,8,9,9 | 94:20,22 | 150:20,25 | 196:3 | 240:4,7,13 |
| 43:4,5,25 | 95:9,10,12 | 151:10,20 | 197:23 | 240:13 |
| 44:23 | 95:13 96:8 | 151:21 | 198:4,5,6 | 241:10,11 |
| 45:12,16 | 97:4,5,6,8 | 152:12,13 | 198:7,12 | 241:17 |
| 45:19,22 | 97:22,25 | 153:4,8,13 | 199:2,3,4 | 243:11,17 |
| 46:25,25 | 98:1,2,4,4 | 153:14 | 199:14,16 | 243:19,20 |
| 47:3,15,19 | 99:18,25 | 154:11 | 199:25 | 243:22 |
| 47:21 48:5 | 100:1 | 155:1 | 200:2,9,12 | 244:2,2,22 |
| 48:14 49:2 | 101:14,15 | 156:4 | 200:16 | 245:7,8,13 |
| 49:7,8,8 | 101:16 | 158:4,7,16 | 201:3,17 | 245:20,24 |
| 49:21 51:4 | 102:20 | 159:5 | 201:21,23 | 245:25,25 |
| 51:5,7,12 | 103:7,24 | 164:24 | 202:2,6 | 246:12,18 |
| 52:2,10,11 | 104:14,20 | 165:16,17 | 203:18 | 247:7,8 |
| 52:17 53:4 | 108:5,7,9 | 166:16 | 204:16,18 | 248:8,8,22 |
| 53:4,13 | 108:11,24 | 167:7,9,21 | 204:18,21 | 248:24,24 |
| 54:12 | 108:24 | 168:14,16 | 204:23 | 249:2,8,8 |
| 55:24 | 109:6,24 | 168:17,23 | 205:1,8,23 | 249:25 |
| 56:10 | 110:16,22 | 169:4,20 | 207:5 | 250:2,2,7 |
| 57:13 58:6 | 110:24 | 171:14 | 209:2,6,8 | 251:9,12 |
| 58:8,21 | 111:19 | 172:5,6,9 | 209:15,17 | 252:1,3,23 |
| 60:10 | 112:6,20 | 172:17,19 | 209:20 | 253:2,3 |

| | | | | |
|---------------------|---------------------|--------------------|----------------|---------------------|
| 257:4,10 | 202:5 | 205:25 | 94:19 | 230:2 |
| 257:17,23 | 231:12 | 207:11,13 | 126:6 | 234:16 |
| 257:24 | 233:23 | 207:22 | 140:14 | 249:10 |
| 258:14,16 | Kombucha | 227:19 | 151:1 | 257:24 |
| 259:1,15 | 174:8 | 272:15,18 | 179:7,24 | 259:12 |
| 259:17 | Kotzker 25:1 | 272:19 | 180:17,17 | 286:23 |
| 260:2 | | 280:13 | 184:22,24 | 287:1 |
| 262:1,25 | L | lawsuit | 185:18 | lead 91:7 |
| 263:16 | L 179:15 | 59:24 | 187:1 | leading |
| 264:15 | L.A 23:23 | 99:13 | 197:19 | 275:16 |
| 267:8,10 | 24:2 | 164:5 | 202:15 | 276:13 |
| 267:21 | ladies' | 183:15 | 203:25 | 277:10 |
| 268:3,7,10 | 195:14 | 186:7 | 204:1,4 | 281:12,14 |
| 269:18,18 | Lahey 107:23 | 187:18 | 209:10 | leads 62:19 |
| 270:12 | 107:25,25 | 188:1 | 219:15,15 | 63:21 91:7 |
| 271:18 | language | 192:3 | 220:3,8 | leaked |
| 273:3 | 66:21,24 | 197:17 | 247:24 | 183:18 |
| 276:18,21 | large 56:6 | 214:21,23 | 248:25 | 192:5 |
| 280:18,21 | 111:7 | 215:1,13 | 251:18 | learn 110:9 |
| 280:23 | 113:7 | 224:18 | 263:17,24 | 110:12 |
| 282:8 | 192:18 | 228:6,7,9 | 265:3,3 | 198:4 |
| 284:14,19 | larger | 233:1 | lawyers | learned |
| 285:24 | 118:16 | 239:11,12 | 17:16 | 129:5 |
| 286:1,7,18 | lasted 25:5 | 239:19,20 | 73:14,17 | leases 22:19 |
| 286:22,25 | late 7:22 | 239:22 | 93:4,4,5,7 | leave 90:12 |
| 287:4,17 | lately | 240:1,2,9 | 94:12,13 | 131:18 |
| 288:17 | 142:21 | 240:10,12 | 94:20 | led 173:21 |
| 289:2 | latest | 240:15 | 124:1 | ledgers |
| 291:19 | 139:10,11 | 241:2,4,5 | 126:6 | 228:1 |
| 292:12,17 | law 2:3,10 | 260:18 | 142:18 | leeway |
| 292:23 | 4:7,9,10 | 261:1,11 | 152:11,12 | 187:24 |
| knowing 52:5 | 29:11,13 | 261:14 | 181:5 | left 54:25 |
| 185:1 | 38:25 77:2 | 282:15 | 182:2 | 161:11,13 |
| knowledge | 98:22 | lawsuits | 184:21 | 235:11,12 |
| 10:19 | 123:9,10 | 179:1 | 186:3,24 | 237:8 |
| 15:11,15 | 123:11,15 | 182:5 | 186:24 | 243:22 |
| 15:18 16:7 | 123:16,20 | 192:4 | 192:13 | 244:5 |
| 17:25 25:9 | 123:22,23 | 194:9 | 194:5,17 | 253:1 |
| 48:8,9,18 | 124:2,4,6 | 215:19 | 194:18,18 | 272:8,14 |
| 50:21,25 | 124:12,13 | 218:23 | 194:19 | 274:10 |
| 50:25 | 124:20,24 | 219:7 | 197:5 | left-hand |
| 77:16 | 125:19 | 221:21 | 200:14 | 149:6 |
| 111:25 | 126:9,11 | 224:17 | 203:17 | leftover |
| 118:5 | 126:14,16 | 225:5,6,8 | 204:9,11 | 95:10 |
| 127:9 | 126:20 | 257:19,20 | 205:1 | legal 31:18 |
| 281:3 | 127:2,5,12 | lawyer 8:23 | 209:3,5,8 | 201:19 |
| knows 128:14 | 127:21,22 | 8:24 9:12 | 210:1,3 | 204:6 |
| 159:8 | 127:22,23 | 24:19 | 222:3,6 | 208:2 |
| 169:24 | 128:1,8,9 | 85:23 86:7 | 224:23 | 213:18 |
| 171:12 | 179:16 | 93:22 | 226:2 | 231:10 |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| 248:13,14 | 119:18 | 237:16 | 108:15 | logging |
| 250:3 | letting 58:8 | 260:19 | 141:19 | 40:22 |
| 252:20,21 | 197:5 | listed 27:9 | 148:18 | Lomnitzer |
| 253:11,13 | 209:4 | 27:19 | 159:4 | 128:5 |
| 253:18 | LexisNexis | 30:11 40:2 | 171:4 | 206:4,5,17 |
| 260:17 | 126:25 | 57:25 | 173:9 | 206:20,22 |
| legally | liberty | 58:16 59:7 | 175:8,9 | 215:10 |
| 122:20 | 96:22 | 59:17 64:5 | 177:12 | 219:16 |
| length | license | 64:5 65:3 | 195:14 | 220:7,11 |
| 175:14 | 161:19 | 86:1 | 211:13 | 220:13 |
| lens 23:7 | 201:24 | 163:11 | 218:1,2,9 | 234:20,23 |
| 24:3 | 202:8 | 223:14 | 230:13 | 235:5,12 |
| lenses 23:3 | licensing | 240:7,9 | 244:6 | 237:9 |
| 23:16 | 173:1 | 277:16 | 251:5,7 | 240:14 |
| lesser | 224:7,11 | 278:10,18 | 256:14 | 241:21 |
| 118:15 | lied 33:20 | 279:9 | 261:13 | 242:25 |
| let's 9:6 | life 6:6,6 | listen 37:5 | 270:3,16 | 243:10 |
| 12:23 | 7:14 107:3 | 113:4 | 271:1 | 253:12,14 |
| 27:13 | 208:10 | 125:8 | 274:6 | 253:15 |
| 32:18 | lighting | 127:1 | 276:15 | 271:10,14 |
| 48:24 | 227:8 | lists 122:13 | 280:13 | 271:15 |
| 54:15 | liked 134:17 | literally | 282:22,24 | 272:8,12 |
| 58:23 59:1 | 172:16 | 145:21 | 284:23 | 280:12 |
| 70:1 77:5 | 212:23 | 195:16,25 | 286:10 | 283:19 |
| 91:10,11 | likes 79:18 | 208:1 | live 177:2,5 | 284:2,6,10 |
| 91:22 96:9 | 79:19 | 211:18 | 198:4 | long 21:6,11 |
| 105:16 | limit 50:16 | 229:10,10 | lived 32:19 | 29:20 |
| 127:24 | limited | litigation | lives 90:3 | 36:13 69:5 |
| 130:21 | 102:12 | 183:2 | 207:20 | 69:14,15 |
| 136:12 | 234:11 | 185:13 | living 16:14 | 90:11,16 |
| 163:6 | limiting | 190:1 | 79:21 | 90:18,22 |
| 167:3 | 240:8 | 192:18 | 269:21 | 102:16,17 |
| 171:17 | line 228:14 | 226:1 | LLC 1:5 5:13 | 102:17,23 |
| 174:19 | 238:21 | 229:16 | 234:12 | 108:6 |
| 179:1 | 260:17 | 233:3 | LLCs 14:7 | 130:19 |
| 189:2 | 295:2 | 257:12 | loan 183:10 | 143:14 |
| 223:5,7 | links 113:4 | litigations | 185:7 | 148:13 |
| 228:4 | Lipscomb | 208:10 | 195:8,9 | 157:10 |
| 254:25 | 179:7 | litigators | loaned 185:6 | 168:3 |
| 270:25 | 215:8 | 192:22 | 185:6 | 177:21 |
| letter 38:24 | list 3:17 | 228:10 | location | 188:13 |
| 52:7 | 31:9 38:18 | little 16:6 | 50:7 54:2 | 195:1 |
| 190:19 | 58:1 | 21:13 | 136:4,6 | 220:15 |
| letterhead | 110:25 | 28:21 44:9 | 155:10 | 234:17 |
| 185:11 | 111:16 | 44:10 | locations | 254:14,15 |
| letters | 133:22 | 48:24 | 57:9 | 272:2 |
| 112:15,17 | 134:2,6 | 49:21 | lofts 155:11 | 273:20,22 |
| 112:23,24 | 162:8,8 | 61:22 62:1 | log 163:15 | 275:22 |
| 114:23 | 167:9 | 68:16,19 | 199:15 | 283:7,8 |
| 115:9 | 201:23 | 105:12 | 238:9 | 286:4,12 |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|------------|
| long-range | 220:7 | 60:23,23 | 251:1 | 13:8,17 |
| 69:3,6,7,9 | 226:3 | 60:23 | | 14:3,7,23 |
| 69:19,25 | 260:5 | 62:12 | M | 14:25 15:2 |
| 70:4 90:3 | 273:19 | 73:14 | ma'am 147:23 | 15:7,11,15 |
| 90:5 | looking 22:8 | 79:13 | machines | 15:23 16:7 |
| long-term | 26:2,20 | 90:23 | 128:24 | 17:2 18:21 |
| 22:19 | 44:6 51:5 | 92:17 | mad 125:14 | 19:8,9 |
| longer 12:6 | 51:14,14 | 93:11 | main 109:8 | 21:25 22:9 |
| 12:6,7 | 122:22 | 99:10 | 109:10 | 22:13,13 |
| 13:11 | 145:9 | 108:9,11 | 176:18 | 22:16,17 |
| 92:23 | 158:6,17 | 114:18 | 287:3 | 22:19,21 |
| 206:5 | 159:1,3 | 115:6 | majority | 23:9,12 |
| 254:12 | 165:20 | 116:7 | 122:6 | 25:12,20 |
| 264:10 | 168:9 | 128:6 | making 47:7 | 26:17,24 |
| look 12:10 | 169:16 | 137:12 | 53:23 | 27:3,8,17 |
| 30:4 33:10 | 174:9 | 143:15 | 100:6 | 27:22 |
| 49:22 | 180:19 | 144:11,16 | 104:19 | 30:10 31:2 |
| 63:11 75:3 | 208:11 | 144:17 | 124:1 | 31:4 37:17 |
| 87:3 104:5 | 222:23 | 145:11 | 138:14 | 37:19 |
| 110:25 | 223:1 | 173:3 | 172:18,22 | 45:15 |
| 118:3 | 257:11 | 178:18 | 172:23 | 46:16,23 |
| 119:4,4 | 289:18 | 181:16 | 173:1,2,4 | 47:2 48:2 |
| 126:24 | looks 26:25 | 190:4,17 | 173:21 | 48:10,16 |
| 136:16 | 155:14 | 203:22 | 180:20 | 48:19 55:1 |
| 145:10 | 164:20 | 209:9 | 182:1 | 55:1,7,8 |
| 157:4 | 174:17 | 221:25 | 197:23 | 56:2 60:4 |
| 159:25 | 175:11 | 222:3 | 198:5,11 | 77:23 |
| 160:12 | 216:19 | 225:21 | 198:12 | 84:15,19 |
| 161:4,21 | 217:9,15 | 228:13 | 209:7 | 84:20 89:1 |
| 165:7,19 | 217:15 | 230:22 | 213:20 | 89:4 91:24 |
| 166:16,22 | 221:6,12 | 257:10 | 215:12 | 92:5 |
| 167:1,14 | Lorri 128:5 | 258:12 | 246:9 | 112:17 |
| 171:3,9 | 253:1 | 275:18,24 | 251:21 | 124:4,23 |
| 177:21 | Lorri's | 277:4 | 252:4,11 | 125:19 |
| 186:19,21 | 274:11 | 278:4 | 257:18,25 | 126:9,19 |
| 197:16 | lose 194:11 | 282:13,17 | 264:18,21 | 127:2,8,10 |
| 207:14 | 195:21 | 285:3 | 267:10 | 127:10,12 |
| 222:20 | 208:6 | 286:15 | 271:20,21 | 127:15,20 |
| 228:4 | 229:13 | lot's 276:19 | 271:25 | 127:21,25 |
| 230:10 | 256:25,25 | lots 260:22 | 272:24 | 130:25 |
| 255:8 | losses | love 91:8 | 274:16 | 131:7,15 |
| 278:5,5,8 | 225:22 | loyal 19:22 | male 33:13 | 131:18,19 |
| 278:8 | 266:24 | 260:1 | males 34:7 | 131:22 |
| 290:13 | lost 195:17 | lucky 209:10 | Malibu 1:5 | 134:9 |
| looked 37:14 | lot 19:4,21 | lunch 105:9 | 1:14 3:13 | 135:2,4,11 |
| 63:13 | 19:23 | 105:18 | 3:14 4:11 | 135:11,16 |
| 118:3 | 32:13,13 | lunchtime | 5:12,12 | 135:18,20 |
| 163:22 | 32:20,21 | 105:8 | 8:1 11:3,8 | 135:24,24 |
| 164:23 | 34:20,23 | lying 187:13 | 11:21,24 | 136:2,3,4 |
| 203:23 | 36:7 44:20 | 187:13,14 | 12:13 13:6 | 136:5,6,8 |

| | | | | |
|--------------------|---------------------|---------------------|------------|---------------------|
| 136:9 | manage 20:22 | 48:2,10,20 | 107:16 | 252:22 |
| 137:18,19 | 102:5 | 76:24 | 109:21 | 254:3 |
| 137:21 | 132:21 | 290:21 | 111:18 | 257:17 |
| 138:3,5,12 | manipulate | 291:15 | 120:19 | 259:1,15 |
| 139:3 | 283:24 | math 128:18 | 124:23 | 260:14 |
| 141:12 | manual | mathemat... | 125:2 | 263:8 |
| 145:25 | 108:18 | 166:8 | 135:19 | 266:19 |
| 146:22 | manually | 168:2 | 137:5 | 268:7 |
| 147:7,9 | 108:12 | 169:12 | 139:16 | 275:17,20 |
| 153:12,12 | 110:14 | 170:3 | 141:5,6 | 276:14 |
| 164:19,22 | 285:10 | matter 67:10 | 142:3 | 282:22 |
| 165:3,24 | March 21:4 | 67:11,11 | 144:8 | 284:5,18 |
| 170:24 | 21:17,23 | 183:20 | 152:23 | 285:22 |
| 182:18 | 283:10 | 184:7 | 153:14 | meaning |
| 183:4,23 | 284:25 | 185:17 | 156:25 | 126:16 |
| 184:1,8 | 285:15 | 186:4 | 158:16 | 158:9,13 |
| 185:11 | mark 25:18 | 187:6 | 160:12 | 287:19 |
| 189:23,24 | marked 25:23 | 202:13 | 161:5,7,10 | meaningless |
| 190:20 | 91:18,20 | 231:2,2 | 162:18,23 | 284:12 |
| 191:14,14 | 91:24 | matters | 162:24 | means 72:16 |
| 192:11 | 133:5,7 | 30:25 31:5 | 166:6,20 | 137:22 |
| 193:13 | 147:12,14 | 31:7,9 | 172:11,12 | 236:17 |
| 194:12 | 216:6 | 181:13 | 175:16,23 | meant 83:4 |
| 195:7 | 222:17 | 187:2,25 | 180:10 | media 1:5,14 |
| 204:25 | 253:22 | mean 10:5,5 | 181:2,25 | 3:13,14 |
| 219:16 | 268:12 | 10:13,17 | 185:24 | 4:11 5:12 |
| 220:1,3,4 | 293:2 | 14:9 20:8 | 190:4 | 5:13 8:1 |
| 220:6,9,10 | market | 20:8 22:5 | 192:21 | 11:3,21,24 |
| 221:17 | 161:17 | 29:7 32:16 | 193:17,21 | 12:14 13:6 |
| 244:20 | 162:2 | 35:9 36:1 | 201:24 | 13:8,18 |
| 263:9,11 | 163:7 | 36:6,11 | 205:8 | 14:3,7,25 |
| 263:16 | 172:7,11 | 37:24 | 209:9,10 | 15:3,7,11 |
| 265:16,17 | 173:7 | 44:17,21 | 211:11 | 15:15,23 |
| 265:21 | marketing | 49:9,9 | 214:16 | 16:7,20 |
| 266:12,14 | 16:21 | 53:22 | 221:20 | 17:2 18:21 |
| 266:15,16 | 18:19,19 | 55:18 57:7 | 222:13 | 19:8,9 |
| 266:20,21 | marking | 57:10 | 223:17 | 25:12,20 |
| 290:9,14 | 253:24 | 58:11,22 | 224:4,8 | 26:17,24 |
| 290:17 | 268:14 | 59:22 60:1 | 225:6 | 27:3,8,22 |
| Malibu's | massive | 60:22,23 | 228:17,18 | 51:24 55:1 |
| 22:2 30:24 | 256:9,11 | 61:16,25 | 229:4 | 55:8 56:2 |
| 55:9 76:10 | matched | 62:7 69:20 | 233:15,21 | 91:25 92:5 |
| 111:25 | 79:22 | 69:20,21 | 238:15 | 124:23 |
| 182:13 | matches | 71:23 | 239:13 | 125:19 |
| 183:2 | 79:13 | 72:21 76:1 | 240:6 | 126:9,19 |
| 268:1 | material | 77:2 78:11 | 241:20 | 127:2,12 |
| 290:19,20 | 48:25 | 83:2 88:10 | 242:6 | 127:21,25 |
| 290:21 | 104:24 | 91:8 93:2 | 244:9,16 | 135:2,11 |
| 291:14,15 | 131:20 | 98:1 | 246:8 | 135:11,16 |
| Malinu 31:4 | materials | 104:16 | 251:24 | 135:18,20 |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| 135:24,25 | 29:17,24 | method 121:2 | 252:15,19 | missed 57:18 |
| 136:2,3,4 | member 56:15 | methods | 257:19,20 | missing |
| 136:5,6,8 | 56:17 | 120:22 | 267:14 | 120:25 |
| 136:9 | 70:10,16 | 121:10,13 | mind 62:12 | misspeak |
| 137:18,19 | 70:24 82:6 | 121:22 | 141:3 | 109:1 |
| 137:21 | 82:9,17,18 | 129:14 | 189:19 | mistake 73:4 |
| 138:3,5,12 | 82:20 | mid 106:25 | MindGeek | 203:25 |
| 139:3 | 156:24 | 107:1,3 | 161:14 | 204:2 |
| 141:12 | 160:15,16 | 108:3 | 172:25 | 237:12 |
| 146:1,22 | 173:18 | middle 91:15 | 176:20 | mixed 151:13 |
| 147:8,9 | members | 217:5 | 199:4,13 | 167:10 |
| 164:19,22 | 19:22,24 | 231:5 | 199:17 | model 20:24 |
| 165:3 | 84:18 | 233:3 | 256:14,16 | 129:2 |
| 184:8 | 153:6,7 | 246:17 | 256:23,24 | 132:12 |
| 191:14,14 | 161:7 | million | 257:2 | 137:2 |
| 192:12 | 173:12 | 33:19 | 258:9 | 161:4 |
| 193:14 | memorandum | 72:22 | mine 255:16 | 198:15 |
| 194:12 | 228:2 | 93:15 94:1 | minimal | 200:2 |
| 204:25 | memory 57:22 | 94:8,9,11 | 253:17 | 212:18 |
| 219:16 | 58:1,4,6 | 149:5 | minimum | modeling |
| 220:1,3,6 | 127:18 | 164:6 | 193:21,22 | 129:7 |
| 220:9,10 | mention | 172:14 | 193:22 | models 19:25 |
| 244:20 | 135:6 | 175:10,22 | mining 123:6 | 57:8 87:8 |
| 255:23 | mentioned | 175:25 | minored | 129:8 |
| 266:21 | 13:13,14 | 179:16 | 128:18 | 141:15 |
| 290:14,17 | 49:20 | 191:17 | minute 26:7 | 145:14,16 |
| Media's | 55:25 | 193:21 | 53:17 | 145:20 |
| 27:18 | 62:17 | 198:12 | 76:21 82:2 | 177:5 |
| 30:11 | 64:18 85:6 | 203:20 | 84:25 | 193:6 |
| 45:15 | 87:24 | 206:1,21 | 195:19 | 282:5 |
| 46:16,23 | 120:21 | 206:23 | 202:16 | modern 239:2 |
| 47:2 48:2 | 152:15 | 207:10,16 | 216:25 | moment 31:20 |
| 48:10,17 | 212:24,24 | 207:16,17 | 254:14,15 | 116:15 |
| 48:19 55:2 | 246:8 | 208:15,20 | 288:6 | 261:22 |
| 55:7 60:5 | 262:4 | 210:14 | minutes 9:1 | momentum |
| 77:23 | 270:4 | 212:25 | 24:12 25:5 | 209:18 |
| 84:15,19 | 271:9 | 213:1,2,12 | 25:10 | monetary |
| 84:20 89:2 | 275:7 | 213:13 | 29:22,22 | 241:11 |
| 89:4 127:8 | 281:21 | 214:3 | 29:25 36:1 | 243:9 |
| 127:10,11 | mentioning | 215:23,24 | 61:23 | money 29:10 |
| 127:15,20 | 282:17 | 218:1,9 | 132:5 | 92:25 93:7 |
| 165:24 | mess 265:10 | 220:14 | 149:24 | 93:8,10 |
| 220:4 | mess-up | 229:8 | 150:2 | 95:25 99:3 |
| 290:10 | 219:22 | 252:12 | 232:5,5 | 144:16 |
| mediation | messaging | 267:17 | 260:8 | 145:13,18 |
| 229:22 | 280:25 | 268:2 | misquote | 153:21 |
| medications | met 19:5 | 269:11 | 131:10 | 154:1,6 |
| 61:9 | metadata | millions | 153:20 | 172:18,22 |
| meet 29:20 | 165:21 | 20:13 | misrepre... | 172:23 |
| meeting 25:3 | 214:18 | 48:22,23 | 196:24 | 179:4,6,8 |

| | | | | |
|------------|---------------------|--------------------|---------------------|------------|
| 180:6,15 | 274:4 | 275:21 | 164:25 | 127:3,13 |
| 182:1,2,21 | 287:7 | 276:7 | 170:15 | 128:2 |
| 183:22,24 | monitor | Morris 2:10 | 221:8,8,13 | 133:18,23 |
| 184:19 | 121:22 | 2:10 4:6,8 | 223:23 | 134:2,5,10 |
| 185:6,6,9 | 123:24 | 4:8,8,17 | 238:10 | 134:11,13 |
| 189:23 | 256:5 | 187:16,20 | 258:5,6 | 134:22,24 |
| 190:4,17 | monitoring | 188:4,7,11 | 260:3,5 | 135:3,7,13 |
| 191:21 | 124:5 | 188:18,23 | 279:3 | 135:16,17 |
| 192:10,14 | month 93:19 | 189:2 | 288:1,3 | 135:23 |
| 192:15,16 | 94:7 | 230:11,13 | 289:6 | 136:22 |
| 193:2,11 | 160:17,18 | 230:17 | 290:10,21 | 137:17,21 |
| 193:23 | 173:13,14 | 231:16,21 | 291:2,5,8 | 139:19 |
| 194:19 | 175:25 | 232:7 | movie's | 142:10,11 |
| 195:9,22 | 206:13 | 292:22 | 166:14 | 143:20 |
| 195:24 | 207:11 | mortgage | movies 20:12 | 145:10,15 |
| 196:5 | 213:17,21 | 266:7 | 20:14 | 148:17 |
| 197:23,23 | 219:23 | motion | 22:21 24:1 | 154:10,12 |
| 198:5 | 252:24 | 228:16 | 28:25 32:7 | 154:14,20 |
| 202:1 | 273:12 | move 143:15 | 34:8,20,24 | 154:21 |
| 204:5,24 | months 21:8 | 180:21 | 35:3,4,10 | 155:4 |
| 208:3,7 | 27:14 | 192:20 | 38:20,21 | 156:2 |
| 209:7,9 | 95:20,21 | 204:16 | 39:14,15 | 157:4 |
| 213:20,21 | 95:22 | 207:21 | 41:5,12,14 | 158:1,20 |
| 214:23 | 100:13 | 208:13 | 42:11,12 | 161:9,23 |
| 215:3,12 | 102:19 | 241:17 | 42:13 | 161:24 |
| 217:19 | 103:24 | 265:11 | 43:22 44:6 | 162:1,10 |
| 219:16,17 | 132:17,18 | moved 61:12 | 44:13 46:6 | 162:12 |
| 219:24 | 160:20 | moves 58:21 | 46:7,17,23 | 163:2,2,6 |
| 225:12,13 | 173:16 | 241:17 | 47:1,8 | 163:11 |
| 236:5 | 197:18 | movie 22:6 | 48:25 | 164:6,20 |
| 243:16,22 | 203:20 | 22:10,24 | 51:13 | 164:23 |
| 244:1,5 | 206:2 | 23:16,21 | 53:11 54:3 | 165:4,8,9 |
| 246:9,25 | 208:15 | 24:9 40:20 | 54:8 55:12 | 165:16 |
| 247:7,16 | 235:22,22 | 69:15,18 | 55:15,16 | 166:1,5,11 |
| 247:20 | 236:12 | 89:25 | 55:19 57:8 | 166:13,22 |
| 249:11 | 237:1 | 104:25 | 69:23 | 167:16,22 |
| 251:21 | 251:16 | 105:1 | 70:11 | 168:17,20 |
| 252:4,11 | 272:7 | 112:25 | 80:16 | 169:1,5,6 |
| 257:11,21 | 274:12,12 | 114:12,13 | 85:11,12 | 169:13,16 |
| 257:25 | 274:18 | 114:21 | 86:14,18 | 169:18,18 |
| 265:6 | 275:18 | 123:18 | 86:19 | 169:21,23 |
| 266:15,16 | 276:10 | 125:20 | 87:15 | 170:4,22 |
| 267:9 | 283:9 | 139:18,21 | 100:4 | 170:24 |
| 268:4 | 284:18 | 139:24 | 110:15 | 171:2,3,15 |
| 269:12 | Montreal | 142:10 | 114:16 | 171:19,20 |
| 271:14,21 | 257:16 | 154:23 | 116:25 | 171:24 |
| 271:21,25 | Mormon 197:1 | 158:3,6,7 | 117:1 | 172:5,5,8 |
| 272:13,14 | 203:23 | 159:3 | 122:4 | 172:9,10 |
| 272:16 | morning | 163:15,17 | 125:13 | 172:12,13 |
| 273:15,16 | 189:12 | 163:19,24 | 126:10,21 | 172:15,22 |

| | | | | |
|-------------------|---------------------|--------------------|--------------------|--------------------|
| 176:7,13 | 155:14 | 111:6 | 165:1,6,7 | 83:15 84:9 |
| 176:15,20 | 230:7 | 112:1 | 173:24 | 88:1,6,9 |
| 177:4,14 | 255:21,23 | 114:14,15 | 177:25 | 88:11,12 |
| 177:18 | murder 89:14 | 131:14 | 186:13 | 88:18 |
| 193:20,23 | Murphy 229:5 | 200:1 | 187:21 | 288:10 |
| 194:24 | music 139:23 | 244:16 | 190:3 | 290:9 |
| 197:2 | 199:6 | 263:4,15 | 194:24 | networks |
| 198:19,22 | mute 37:1 | Napster | 199:22 | 69:4,6,7 |
| 200:7 | N | 39:12,12 | 202:23 | Nevada 1:18 |
| 208:20 | name 5:9,10 | 43:4,5 | 205:12,22 | 5:24 294:2 |
| 209:21 | 18:14,15 | naughtier | 205:22,23 | 294:5,21 |
| 217:10 | 24:14,25 | 141:16 | 208:5,10 | never 19:5 |
| 218:5 | 63:3 82:4 | nauseous | 209:18,22 | 40:13 45:5 |
| 223:20 | 82:13 | 105:13 | 217:19 | 45:6,9 |
| 228:20 | 96:12 97:2 | nearby | 248:21 | 47:10 66:8 |
| 229:23,25 | 97:8,13,17 | 203:25 | 249:2,4,4 | 71:1 72:6 |
| 246:15,16 | 98:20,21 | necessarily | 253:25 | 73:8 |
| 247:11 | 102:3,9 | 47:6 | 254:3,10 | 101:22 |
| 253:7,9 | 105:1 | 167:15 | 254:22 | 135:4,21 |
| 257:16 | 107:20,23 | need 12:20 | 285:9,10 | 136:14 |
| 258:11,12 | 107:24,24 | 16:9 17:5 | 287:22 | 139:4 |
| 258:15,22 | 107:25 | 24:8 26:3 | 291:9 | 140:2 |
| 259:16,21 | 109:6 | 33:9,10 | needed 98:5 | 149:18 |
| 259:25 | 110:22 | 36:22 | 146:25 | 153:8 |
| 260:2 | 111:4 | 43:10,13 | 219:23 | 179:13,13 |
| 264:22 | 114:13,14 | 55:22 62:2 | 237:13,14 | 191:21 |
| 285:5,5,11 | 114:21 | 62:4,13 | 244:18 | 192:9 |
| 288:15 | 132:12 | 64:14,24 | 283:21 | 196:20 |
| 290:14,15 | 135:17,20 | 66:13 | needing | 201:16,21 |
| 290:17 | 165:1,2 | 67:18,23 | 125:8 | 214:23 |
| 291:3 | 174:15 | 73:6 76:5 | needs 89:12 | 215:3 |
| moving | 187:14 | 77:3 78:15 | 261:16 | 219:18 |
| 129:25 | 192:4 | 80:15,17 | negative | 220:9 |
| 140:21 | 202:4,23 | 83:20 | 21:12 | 243:3 |
| 154:23 | 203:1 | 84:11 | 268:9 | 251:25 |
| 184:18 | 205:19 | 95:14 | negotiated | 252:1 |
| 284:9 | 220:4 | 97:11 | 94:14 | 265:20 |
| MRI 128:24 | 242:13 | 105:13 | nephew | 268:17 |
| multiple | 263:6 | 106:20 | 211:17 | 269:2,4 |
| 11:23 18:5 | 264:1 | 108:21,25 | net 266:22 | 284:14 |
| 28:25,25 | 265:5 | 115:16 | network | new 23:6 |
| 32:11 34:7 | 269:3 | 119:16 | 41:23 42:3 | 24:5 31:11 |
| 34:7 35:2 | 277:2,4 | 124:22 | 42:17 | 44:1 92:18 |
| 35:2,10,11 | named 107:22 | 130:22 | 44:14 | 92:21 98:9 |
| 42:12 | 132:2 | 131:16 | 47:11 53:6 | 104:25 |
| 43:25 46:7 | names 11:23 | 132:16 | 65:9 69:9 | 105:1 |
| 49:24 | 82:24 96:8 | 143:11 | 74:10,20 | 108:4 |
| 51:15,19 | 97:4,7,12 | 145:19 | 79:7,25 | 116:22 |
| 55:11,12 | 98:13 | 146:15 | 80:24,25 | 129:22,24 |
| 74:5 | | 150:8 | 81:3,4,6,9 | 148:3 |

| | | | | |
|--------------------|--------------------|--------------------|------------------|---------------------|
| 149:14,17 | 233:21 | 50:17 51:1 | 140:11 | 281:12 |
| 149:18 | noon 105:9 | 51:10,11 | 144:5 | 283:5 |
| 159:11 | normal 77:2 | 86:3 | 181:11 | 285:21 |
| 170:10 | 179:13 | 122:17,22 | 184:4,8 | objections |
| 176:2,2 | 202:22 | 123:1 | 188:23 | 233:18,19 |
| 180:15 | 203:24 | 124:8 | 200:21 | objects 9:13 |
| 199:24 | 207:22 | 133:21 | 203:7 | 241:8 |
| 200:1,1,3 | 218:16 | 149:12 | 210:10 | obviously |
| 200:9 | normally | 151:5 | 218:25 | 8:8 9:17 |
| 210:21 | 218:19 | 152:20,23 | 219:9 | 11:23 47:5 |
| 216:2,22 | note 195:12 | 168:17 | 227:3 | 95:14 |
| 237:25,25 | Noted 189:2 | 175:6 | 232:21,25 | 155:2,3 |
| 242:22 | notes 159:4 | 220:22 | 233:10 | 168:9 |
| 259:25 | 267:8 | 221:23 | 240:18 | 170:7 |
| 260:3 | 294:12 | 224:5 | 243:2 | 199:21 |
| 276:3 | notice 3:13 | 226:2,22 | 248:17 | 207:24 |
| 282:2,5 | 25:19 | 232:2 | 249:17 | 212:12 |
| news 207:20 | 26:16,24 | 251:14 | 257:5 | 222:13 |
| nice 191:19 | 90:6,9,14 | 278:6,7,12 | 261:25 | 231:9 |
| 207:25 | 90:15,17 | numbered | 279:12 | 267:22 |
| 225:7 | 90:19,24 | 30:25 | objected | 269:22 |
| 286:8 | 132:19 | numbers | 231:9 | 273:5 |
| niche 171:8 | 270:6,9 | 178:8,11 | 233:20 | occasions |
| 171:10 | notices | 178:21 | objecting | 106:21 |
| 173:7 | 90:12 91:1 | 193:3,9 | 188:16,18 | occurring |
| night 61:12 | 104:3 | numerically | 188:19,20 | 238:23 |
| 192:20 | 107:12 | 166:7 | objection | October 1:20 |
| 205:11 | 110:18 | O | 18:2 40:7 | 4:2 294:8 |
| 223:10,11 | 111:14 | o'clock | 41:6 44:16 | odd 91:23 |
| 230:24 | 112:2,5,7 | 192:19 | 45:11 | offended |
| nightmare | 112:10,14 | oath 64:23 | 46:18 | 28:24 |
| 208:4 | 112:18 | 71:2 73:6 | 47:12 48:4 | offender |
| nine 81:20 | 113:2,6,12 | 219:2 | 48:12,21 | 32:9 |
| 87:4,20 | 113:21,24 | object 9:12 | 50:4,19 | 170:12 |
| 95:12 | 114:12 | 42:22 45:7 | 53:2 59:10 | 258:24 |
| 132:9 | 117:8 | 59:14 | 78:20 | offenders |
| 133:18,20 | 119:16 | 63:23 | 181:7 | 28:24 29:2 |
| 169:12,15 | 122:9 | 65:11 71:5 | 182:7,10 | 32:14 |
| 170:20,24 | 260:16,19 | 71:17 | 188:5,12 | offensive |
| 171:1 | 270:6,9,19 | 72:19 | 188:25 | 200:17 |
| 172:7,9,11 | November | 73:12 | 191:4 | offer 67:12 |
| 221:12 | 294:21 | 74:12,23 | 214:5 | 77:1,3 |
| 228:20 | NRCP 294:19 | 75:9,13 | 229:3 | 225:17,18 |
| 230:7 | nude 198:18 | 76:14 | 248:7 | offered |
| 278:22 | nudity | 77:14 78:6 | 249:7,24 | 58:22 |
| 285:5 | 212:19 | 79:8 80:8 | 250:12 | 70:15 |
| Nods 42:1 | Nueces 2:11 | 82:11,15 | 275:16 | 76:16 77:4 |
| nonjudicial | number 3:10 | 83:16 89:9 | 276:12,12 | 77:7,8 |
| 269:17 | 6:21 33:4 | 89:23 | 277:10 | 172:14 |
| nonlawyer | 50:11,12 | | 280:9 | 225:16 |

| | | | | |
|----------------|------------------|-----------|--------------------|---------------------|
| offhand | 280:17 | 128:3 | 271:3 | 161:11 |
| 38:14 | 284:17 | 130:21,24 | 273:18,25 | 162:16,17 |
| office | okay 4:12 | 133:17,17 | 274:25 | 162:20,21 |
| 128:12 | 6:2,16,23 | 133:20,20 | 276:9,23 | 167:8,10 |
| 132:8,9,11 | 9:5,6,6,6 | 134:1,9 | 277:20 | 220:24,24 |
| 132:16 | 9:8 10:12 | 135:10 | 278:1,16 | 245:15 |
| 142:7 | 15:10 16:6 | 136:14 | 278:20,21 | ongoing |
| 226:18 | 17:11,25 | 137:8,9 | 279:1,1,2 | 233:1 |
| 241:24 | 18:20 | 143:12,22 | 279:3,7,11 | online 34:12 |
| 242:1 | 21:16,22 | 144:23 | 279:18,21 | 106:11 |
| 244:19,20 | 23:25 25:5 | 145:2 | 279:22 | 109:16 |
| 280:23 | 26:2,14 | 146:19,20 | 280:1,5,17 | 124:9 |
| 294:21 | 28:5 29:24 | 150:5 | 281:7,16 | 136:25 |
| offline | 30:20,22 | 151:14 | 281:16 | 166:23 |
| 292:15 | 31:14,16 | 154:16,19 | 285:9 | 176:23 |
| oh 7:20 | 31:16,25 | 155:6,16 | 286:11 | 211:12 |
| 13:15 | 32:3 33:25 | 163:1 | 290:1,16 | 223:22 |
| 16:19 | 36:18,18 | 167:5,5 | 291:24 | 258:13 |
| 30:14,15 | 36:24 37:6 | 170:1 | 292:3,6 | open 26:4,8 |
| 30:20 | 37:8,9 | 173:23,25 | old 212:11 | 158:2 |
| 31:10,22 | 38:17 | 174:21 | older 117:2 | 192:23 |
| 33:23 | 40:13 43:3 | 178:2 | 218:11,12 | 238:24 |
| 36:16,24 | 46:15 47:2 | 186:1,1 | once 47:16 | 287:25 |
| 37:2 49:8 | 47:25 48:8 | 187:19 | 156:17,22 | 291:7 |
| 57:4 60:2 | 48:16 | 189:18 | 170:18,19 | opened |
| 69:24 | 49:11 52:4 | 205:21,21 | 219:8 | 149:20 |
| 70:17,21 | 54:15 55:6 | 206:19 | 270:11 | 263:25 |
| 82:25 | 58:23,25 | 207:10 | 274:2 | 273:13 |
| 90:24 | 59:2,14,25 | 209:20 | 277:22 | 289:10 |
| 116:24 | 61:5 62:13 | 214:2,12 | 280:23 | opening |
| 117:7 | 62:14,16 | 215:3,14 | 287:8 | 39:10,17 |
| 131:23 | 62:22 63:7 | 215:16 | 288:19,19 | 48:24 |
| 133:17 | 64:23 | 219:2 | 288:20 | opens 43:15 |
| 134:7 | 67:16,24 | 220:13 | 289:6,7,10 | operate |
| 151:16,19 | 67:25 70:3 | 221:8 | 289:19 | 20:10 |
| 154:16 | 70:3,3,7 | 222:22,23 | 290:2 | 118:17 |
| 157:1,18 | 72:2 76:12 | 222:24 | one's 100:1 | operates |
| 159:3 | 77:5,5 | 223:13,15 | 100:1 | 247:2 |
| 170:14 | 78:10 79:2 | 223:15 | 267:5 | operating |
| 174:14 | 80:19 83:8 | 224:18 | ones 28:18 | 19:8,9 |
| 193:24 | 84:10,19 | 225:1 | 33:16 39:8 | 247:3 |
| 195:24 | 91:10,13 | 226:11 | 42:10 | 248:5 |
| 196:1 | 94:10 97:6 | 227:12 | 51:13 | 249:5 |
| 202:16,22 | 111:14,23 | 231:16 | 81:21 | opinion |
| 204:9 | 114:11 | 232:8 | 94:20 | 170:1,2 |
| 217:6 | 121:12,13 | 234:6 | 108:22 | 247:2 |
| 218:6,7 | 124:21,21 | 239:2 | 117:2 | 248:5,10 |
| 219:14 | 125:19 | 241:7,10 | 123:3 | 248:11,12 |
| 240:13 | 126:8 | 250:15 | 131:13 | 248:14 |
| 265:17 | 127:24 | 255:1,6 | 144:3 | 249:5 |

| | | | | |
|---------------------|---------------------|--------------------|---------------------|---------------------|
| opportunity | 23:8 | 105:20 | 183:22,24 | 273:3,3 |
| 197:4 | 113:15 | 164:14,17 | 185:8 | 289:8 |
| opposing | overview | pack 238:18 | 189:22 | partial |
| 210:4 | 148:2 | package | 190:4,16 | 11:18 |
| oral 197:12 | overwhelmed | 162:5 | 191:11 | particip... |
| order 30:4,7 | 180:10 | page 3:1,10 | 193:19 | 194:14 |
| 54:18 | owe 95:25 | 30:15 | 195:15 | 234:16 |
| 80:18 | 192:15,15 | 31:11,11 | 196:5,5 | particip... |
| 93:15 94:1 | 246:25 | 133:13,14 | 204:5 | 222:4 |
| 123:24 | owed 247:20 | 133:15,21 | 205:2 | particular |
| 166:5,12 | owes 191:17 | 133:22 | 207:1 | 50:18 51:2 |
| 179:12 | 267:16 | 148:4 | 208:20 | 52:12 |
| 291:10 | owned 11:24 | 149:20,25 | 213:17 | 255:25 |
| 292:18 | 131:20 | 150:3 | 219:8,16 | parties 4:14 |
| ordered | 136:3,3,4 | 154:16 | 219:17,23 | 294:15,16 |
| 293:5 | 136:8 | 174:12 | 220:5 | 294:17,18 |
| ordering | 141:11 | 175:2 | 243:19,20 | partying |
| 292:11,17 | 186:11,11 | 295:2 | 263:5 | 207:15 |
| organize | 186:13 | pages 30:14 | 264:1 | passed 55:20 |
| 101:4 | 237:24 | 157:8 | 269:12 | 55:20 |
| organized | 266:10 | paid 35:13 | 272:4 | passes 60:24 |
| 147:2 | owner 5:12 | 37:18 45:2 | Paige 96:13 | password |
| 245:8 | 11:2,8,9 | 92:25 93:5 | 96:17 | 56:13 |
| 261:16 | 25:17 | 93:16,19 | pain 33:22 | 65:16 68:3 |
| orgy 154:22 | 29:15 | 94:3,4,4,6 | 269:20 | 68:7,10,24 |
| original | 183:5 | 94:10 99:8 | paint 267:10 | 69:1 75:21 |
| 3:15 92:9 | 226:21 | 101:15 | paper 197:15 | 88:2,5,9 |
| 133:8 | ownership | 115:21 | papers 228:1 | 88:11,13 |
| 278:24,25 | 31:17 | 135:24 | paragraph | 88:14,21 |
| 293:3 | 187:25 | 136:6,7 | 173:22 | patents |
| others' 85:8 | 227:1 | 144:16 | paragraphs | 248:16 |
| outcome | owns 52:3 | 149:11 | 30:25 | 249:6,16 |
| 183:1 | 131:22 | 150:10,19 | 130:19 | 249:22 |
| outside | 138:16 | 150:22 | paralegal | 250:25 |
| 16:12 | 143:2 | 151:14,15 | 19:6 | Patrick |
| 56:12 | P | 151:15,16 | paralegals | 96:12,17 |
| 68:13,18 | P 23:22 | 151:17,19 | 209:15 | 273:17,22 |
| 69:10 | 179:15 | 151:21 | 252:21 | pattern |
| 97:11 | P-e-l-i-... | 152:1,14 | parked 68:13 | 270:5 |
| 112:10,12 | 5:10 | 152:16 | 68:18 | Paul 2:3 |
| 118:15 | p.m 164:17 | 153:3,5,11 | part 20:22 | 4:10 5:16 |
| 121:19 | 211:4 | 153:11,22 | 62:17 | 9:7 25:6 |
| 123:1 | 232:13 | 154:1,7 | 108:13 | 30:17 86:6 |
| overall | 255:5 | 157:18 | 158:10 | 105:6 |
| 152:24 | 271:7 | 169:18,21 | 180:9 | 122:18 |
| overpaying | 292:7 | 173:13,14 | 196:2 | 128:14,14 |
| 271:10 | 293:8 | 173:15,16 | 213:4,5 | 184:13 |
| overreac... | Pacer 186:21 | 176:10 | 235:11 | 187:21 |
| 224:13 | Pacific 4:2 | 179:9,16 | 258:1 | 190:3 |
| overseas | | 181:5 | 270:21,22 | 194:19 |

| | | | | |
|---------------------|---------------------|---------------------|-----------------|---------------------|
| 198:3 | 157:21 | pennies | 158:9,13 | 258:21 |
| 209:9 | 158:10,15 | 267:13 | 159:2,6 | 259:10 |
| 210:9 | 158:23,24 | penny 179:10 | 161:20,22 | percent 7:20 |
| 213:6 | 163:7 | 215:12 | 162:4 | 7:21 17:23 |
| 219:15,20 | 173:18 | Penthouse | 163:13,16 | 57:19 |
| 230:13 | 180:13 | 141:15 | 163:20 | 71:12 |
| 233:14 | 182:2 | people 15:5 | 171:9,14 | 109:25 |
| 244:23 | 206:12 | 16:25 | 172:19 | 119:3 |
| 282:16,23 | 207:6 | 17:19,22 | 173:6,7,12 | 140:1 |
| Paul's 63:10 | 208:1 | 20:11,14 | 173:16,17 | 147:6 |
| 133:19 | 209:4 | 28:23 | 176:9,10 | 155:18 |
| 192:22 | 213:23 | 32:22 33:6 | 177:2,3,4 | 156:21 |
| paul@bei... | 215:5,6 | 34:6 36:4 | 177:17,21 | 157:12,15 |
| 2:6 | 235:5 | 36:5,7 | 178:4 | 157:16 |
| pay 33:1,6,7 | 238:19 | 39:22 44:2 | 179:5,18 | 179:19,21 |
| 49:1 57:7 | 251:17 | 48:22 | 191:19 | 180:24 |
| 57:8,8,9 | 252:19,19 | 49:22,24 | 192:3 | 196:22 |
| 101:16 | 267:5 | 50:12,16 | 193:2,4,7 | 212:3 |
| 112:13 | 271:18 | 50:17 51:1 | 193:10,11 | 214:20,20 |
| 123:20 | 272:1,10 | 51:9,10,12 | 197:23 | 267:10 |
| 153:3 | 272:11,11 | 51:19 | 199:15 | 269:7 |
| 157:2,2,3 | 272:12,21 | 69:23 | 205:9,13 | perfect |
| 157:19 | 272:21,23 | 71:16,19 | 205:19 | 159:17 |
| 171:10,16 | 273:22 | 72:13,17 | 209:19 | perfecting |
| 176:10 | 274:1 | 72:21 74:5 | 212:2,23 | 159:16 |
| 180:13 | 291:1 | 79:19,24 | 220:1 | perfectly |
| 185:7 | payment | 80:15 | 221:17 | 160:6,11 |
| 189:24 | 266:7 | 90:23 95:8 | 225:12 | 276:20 |
| 190:24 | 273:4 | 96:5,6 | 226:24 | performed |
| 191:3 | payments | 97:3 105:4 | 228:14 | 234:11 |
| 204:8 | 101:16 | 109:6 | 238:7 | performers |
| 209:5,14 | payroll | 111:9 | 244:14 | 275:23 |
| 213:16,17 | 120:13 | 112:23 | 252:7 | 282:3 |
| 213:18 | peer 43:12 | 115:10,11 | 255:18,20 | period 32:7 |
| 218:4,5 | 43:12 | 119:22,23 | 258:3,12 | 106:13 |
| 220:2,3,5 | Pelissier | 120:3,5,14 | 258:14,17 | 149:10 |
| 235:6 | 1:15 3:2 | 120:17 | 260:1 | 157:10 |
| 236:4 | 4:4 5:2,9 | 122:19,22 | 270:6,15 | 169:9 |
| 243:13,15 | 268:24 | 125:2,3,14 | 272:2,10 | 176:24 |
| 253:4 | 294:8 | 126:13 | 275:18,24 | 206:6 |
| 258:1 | 295:16,21 | 129:19 | 277:5 | 217:16 |
| 266:5,6 | penalty | 132:3,4 | 281:22 | 235:3 |
| paying 34:12 | 295:17 | 140:16 | 282:18 | 280:6 |
| 38:11 44:7 | pending 8:17 | 146:5 | 288:5,7 | perjury |
| 64:12 72:1 | 8:23 9:10 | 149:9,13 | 289:24 | 295:17 |
| 92:14,20 | 185:13 | 150:25 | 291:9 | person 19:5 |
| 93:3,10 | 187:17,20 | 153:6,6 | people's | 29:4 50:3 |
| 99:18 | 190:1,2 | 154:18 | 35:13 | 52:2,3,12 |
| 150:25,25 | 217:4 | 155:1,7 | 37:11 | 52:12,20 |
| 156:13 | 229:15 | 157:12,16 | 38:20 39:5 | 53:5,5,11 |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| 56:24 | 141:23,23 | 3:13,19,23 | 255:9 | 245:9 |
| 65:17,20 | 198:18 | 4:11 25:20 | 259:6 | popular |
| 65:22 72:5 | phrase 9:18 | 26:17 | pleasure | 153:17 |
| 72:6,8,24 | pick 23:20 | plan 256:9 | 64:11 | 156:5,9 |
| 72:25 73:8 | 114:4,5 | 256:11 | PLLC 4:9,10 | 167:11 |
| 81:8 82:10 | picture | 257:8 | plug 289:3 | 172:19,21 |
| 88:14 | 146:6 | planning | pocket | 173:10 |
| 89:20 | 148:19 | 138:13 | 209:16 | 213:10 |
| 95:13 97:3 | 151:8 | 257:2 | 243:18,22 | 222:1 |
| 106:9 | piece 42:19 | play 102:4 | 243:25 | porn 199:1,3 |
| 150:3 | 66:16,16 | 199:18 | pocketed | 199:14 |
| 156:1 | 119:21 | Playboy | 194:18 | 209:24,24 |
| 169:5 | 200:11 | 141:15 | point 11:16 | 211:15,17 |
| 170:23 | pieces 41:5 | played 90:15 | 22:15,18 | 212:4 |
| 180:22 | 41:11,14 | 191:10 | 35:20 | pornogra... |
| 251:12 | 42:2,6 | 212:22 | 53:14 60:9 | 124:9 |
| 265:4 | 44:10,12 | playing 87:9 | 62:7 66:13 | pornogra... |
| 294:16 | 46:16,23 | please 4:4 | 69:2 83:17 | 264:19,21 |
| personal | 48:2,10,19 | 4:14 5:7 | 89:20 | pornography |
| 5:17 | 54:4 288:7 | 8:22 9:8 | 93:20 | 82:8,13 |
| 104:21 | 290:9,22 | 9:20,23 | 97:12,14 | 123:14 |
| 127:9 | 291:15 | 15:14 17:9 | 102:15 | 160:22,25 |
| 184:7 | Pillar 98:17 | 36:25,25 | 124:19 | 176:24 |
| 259:3 | 98:18,21 | 37:5 41:20 | 125:17 | 177:7 |
| personally | 98:22 | 46:19 | 140:23 | portion |
| 22:17 | 179:8 | 52:15 55:4 | 144:15 | 215:7 |
| 84:10,14 | 207:13 | 55:4 59:3 | 150:6 | portions |
| 87:14 | 215:9 | 59:14,14 | 164:9 | 89:7,21 |
| 112:4 | 220:8 | 61:15 | 167:23 | possession |
| 127:14 | 272:11,14 | 62:14 | 172:15,24 | 143:5,21 |
| 189:25 | 273:11,24 | 64:21,21 | 182:6 | 145:3,8 |
| 265:23 | 273:25 | 64:22,22 | 184:18 | 234:20 |
| persons 31:3 | 274:2 | 67:18 70:1 | 210:14 | 261:20 |
| 140:21 | piracy | 73:10 | 213:25 | possibility |
| persuing | 125:20 | 74:14 77:6 | 222:11 | 105:7 |
| 155:23 | 126:10,21 | 77:17,17 | 226:2 | possible |
| Philadel... | 127:3,13 | 78:5,15 | 231:25 | 49:11,14 |
| 7:9 | 128:1 | 79:10 | 250:3,9 | 49:15 56:8 |
| phone 9:4 | place 9:17 | 83:21 | 252:24 | 58:7 67:1 |
| 36:25 | 50:9 60:12 | 91:14,14 | 263:24 | 71:15 |
| 103:1 | 62:20 | 110:7 | 271:12 | 72:12,16 |
| 211:18 | 96:19,20 | 111:12 | 284:7,13 | 73:3,22,23 |
| phonetic | 168:12 | 127:1 | 289:1 | 73:23 |
| 273:17 | 192:4 | 134:20 | pointing | 168:15 |
| photo 198:21 | 245:22 | 135:9 | 55:22 | 292:23 |
| photogra... | places 23:17 | 143:3 | Poker 154:23 | possibly |
| 198:17 | 186:3 | 146:18 | police | 76:22 |
| photos 117:3 | 225:15 | 178:6 | 125:12,16 | post 128:22 |
| 117:10 | plaintiff | 189:6 | 126:2 | 255:14,15 |
| 141:14,14 | 1:6 2:2 | 219:13 | politely | 256:17 |

| | | | | |
|---------------------|--------------------|--------------------|---------------------|--------------------|
| 258:13,13 | 190:20 | 226:9 | 265:18 | 80:4 85:19 |
| posted | 191:14 | 233:4,15 | 271:1 | 100:14 |
| 163:21,22 | 192:11 | privileged | 276:20,20 | 103:9 |
| 164:3 | 204:25 | 188:14,15 | 285:1 | 113:16 |
| potential | pretty 74:2 | 228:11 | 289:25 | 134:11 |
| 228:7 | 154:25 | 229:1 | problem 8:24 | 140:13,18 |
| power 185:2 | 156:20 | 230:19 | 38:12 | 142:17 |
| 185:4 | 157:13 | 231:8,14 | 103:16 | 151:1 |
| 202:18,20 | 161:12 | 232:16,20 | 110:1 | 202:10 |
| 202:25 | 170:17 | 233:5,9,22 | 114:14 | 235:2 |
| 203:12 | 173:8 | 241:18 | 143:8 | 260:23,24 |
| Prague | 175:23 | privileges | 176:21 | 261:3,4,20 |
| 155:10 | 207:4 | 50:8,12 | 177:19 | produces |
| 282:4 | 208:17,17 | 123:6 | 186:23 | 132:20,22 |
| precise 71:9 | 221:5 | pro 148:10 | 233:25 | producing |
| 78:3 | 229:16 | 148:10 | 258:2 | 264:4 |
| precisely | 253:2 | probability | problems | product |
| 17:10 | prevent | 168:10,11 | 19:18,25 | 139:25 |
| premise | 289:21 | probable | Procedure | 140:3 |
| 289:22 | previous | 168:11 | 31:2 | production |
| prepaid | 26:21 65:2 | 170:3 | proceed | 3:19,23 |
| 244:23 | price 24:4 | 171:18 | 188:8,12 | 13:6 16:17 |
| preparation | 92:11,13 | probably | 189:3 | 16:18 |
| 109:13,15 | 139:24 | 6:12,14 | proceeding | 17:13 |
| prepare | 263:5 | 7:20 12:8 | 67:22 | 100:18 |
| 24:11 25:2 | 291:2 | 17:3 35:14 | proceedings | 262:6 |
| 27:17,20 | printed | 38:8 46:7 | 292:25 | productions |
| 28:10,14 | 117:5 | 46:8 56:6 | 293:2 | 13:5,21 |
| 29:6,9,15 | 147:18 | 58:3 66:19 | process | 263:22 |
| 29:18 30:1 | printing | 67:5 69:17 | 106:5 | 264:2,12 |
| 30:5,8 | 116:22 | 85:20 | processors | 264:17,22 |
| 87:1 110:8 | prior 10:14 | 107:1,3 | 151:3 | 264:23 |
| 110:12,20 | 189:6 | 108:15 | 152:16,20 | 265:14,19 |
| 256:8 | 236:14,17 | 112:8 | 154:7 | profession |
| prepared | 237:7,7,20 | 148:8 | 178:22,23 | 35:15 |
| 24:14 | 237:21 | 155:17,22 | produce | professi... |
| 27:25 28:3 | 294:9 | 157:10 | 37:17,19 | 32:24 |
| 28:8 30:10 | private | 166:20 | 37:19 | 33:12,15 |
| 30:16 | 82:24 | 169:24 | 85:24 86:2 | 34:4 55:3 |
| 31:23 32:2 | 183:19 | 170:10 | 86:4 | 55:14 64:6 |
| preparing | 240:20 | 172:3,4 | 100:17 | 65:6,14 |
| 164:5 | privilege | 193:20,22 | 142:20,23 | 66:5 67:6 |
| present | 9:13 54:11 | 205:18,18 | 146:23 | 231:2 |
| 283:25 | 181:20 | 206:18 | 148:14,16 | professi... |
| press 183:18 | 188:19 | 207:18 | 148:20 | 33:8 34:1 |
| pretend | 190:7,11 | 214:19 | 226:25 | 36:9 |
| 193:13 | 190:12,14 | 218:8 | 227:5,5,7 | profile |
| pretended | 190:16,22 | 236:11 | 261:15,22 | 56:22 64:6 |
| 183:25 | 191:8 | 242:13 | 285:14 | 65:5,10,12 |
| pretending | 192:16 | 244:6 | produced | 66:6 67:10 |

| | | | | |
|--------------------|--------------------|-------------------|---------------------|---------------------|
| 68:2 | 118:22 | 256:9 | 294:13 | 44:12 |
| profit | 119:4 | 257:8 | provider | 85:16 95:8 |
| 267:11 | promissory | 261:11 | 38:22,24 | 104:5 |
| profits | 195:12 | 265:12 | 52:7 60:17 | 107:2 |
| 215:15 | promote | protected | 60:20 | 113:6 |
| program | 146:6 | 56:13 | 270:10 | 114:13,16 |
| 129:22 | pronounce | 65:16 68:4 | providers | 114:20,20 |
| 242:15 | 18:15 | 68:7,10,24 | 151:24 | 161:14 |
| programer | proof 142:5 | 75:21 | providing | 163:19 |
| 96:24 | 142:13 | 78:14 | 91:6 | 176:2 |
| 109:8 | 146:17 | 87:25 88:2 | 122:18 | 185:7,10 |
| 281:23 | properly | 88:11,13 | 235:17 | 195:9 |
| 282:10 | 94:23 | protecting | provision | 201:22 |
| 286:12 | 102:23 | 93:7 102:6 | 227:12,13 | 219:19 |
| programmer | 277:24 | 121:11,12 | proximity | 222:1 |
| 109:10 | properties | 121:15,19 | 68:2 69:11 | 226:20 |
| 275:19 | 13:2,15,16 | 122:21 | public 12:10 | 242:19,19 |
| 281:24 | 13:22 22:7 | 194:21 | publication | 247:15 |
| 286:4 | 262:6 | 266:23 | 136:19,20 | 250:3 |
| programmers | 265:15,20 | protection | 278:11,17 | 260:3,7,8 |
| 96:5 | 266:1,5,6 | 18:25 | 279:5 | 263:14,25 |
| 106:11 | 266:9 | 28:12 69:1 | published | 267:25 |
| 108:21,25 | property | 103:23 | 137:11,14 | 269:11 |
| 109:2,4 | 13:3 22:5 | 110:10 | 137:14 | 271:18 |
| 119:10,12 | 195:15 | 125:13 | pull 38:18 | 276:24 |
| 119:13 | 202:6 | 244:18 | 166:5,8 | 279:14 |
| 120:8,11 | 234:25 | 268:1 | 285:11 | putting |
| 121:25 | 244:4,9 | protective | pulled 229:6 | 19:23 |
| 275:19 | 266:2 | 54:17 | pulling | 34:20,21 |
| 282:11 | 280:18 | protocol | 152:6 | 34:23 |
| 283:17,24 | 281:9 | 46:1 64:13 | punched | 178:5 |
| 285:10,23 | proporti... | prove 7:10 | 211:19 | 193:2 |
| programming | 166:7 | 7:10,10 | purchases | 194:23 |
| 12:12 | prosecute | 54:7 89:2 | 247:10 | 231:25 |
| 17:14 | 284:1 | 89:5 | purpose | 232:1 |
| 77:13 | prosecution | 123:18 | 266:1 | 249:18 |
| 129:8 | 282:15 | 131:21,24 | 291:19 | 259:25 |
| 131:17 | protect | 229:21,23 | purposes | 267:9 |
| progressed | 73:17 88:5 | 285:7 | 9:13 25:13 | python 66:20 |
| 236:7 | 88:9,18,21 | proven | 165:15 | 78:7,16,22 |
| project | 93:12 | 246:22 | pursuant | 238:23 |
| 113:7 | 103:19 | provide | 294:19 | |
| 117:9 | 104:1 | 22:22 | pursue 28:23 | Q |
| 202:21,24 | 121:14,22 | 119:8 | 220:20,25 | quality |
| projects | 125:6 | 120:10 | pursues | 134:17 |
| 120:12 | 126:7,15 | 241:14 | 220:19 | quarter |
| prolifer... | 130:12 | 247:12,13 | pursuing | 33:19 |
| 246:10 | 132:14 | 285:17,17 | 122:20,21 | question |
| promise | 141:2,7 | provided | put 9:4 21:6 | 8:17,18,23 |
| 118:2,14 | 194:24 | 152:10 | 32:10 | 9:9,10,21 |

| | | | | |
|------------|--------------------|---------------------|---------------------|-------------------|
| 10:18 | 173:20 | 69:16 70:2 | 71:8,11,13 | 185:8 |
| 13:12 | 181:19 | 87:11 | 109:21 | 227:18 |
| 15:14 | 186:17 | 91:11 | 140:19 | 261:18 |
| 17:23 27:6 | 187:12,17 | 105:24 | 170:18 | raw 113:19 |
| 30:19 35:8 | 187:20 | 110:25 | 282:24 | 113:23,23 |
| 36:19,19 | 189:4,6,8 | 130:18,22 | quote 114:24 | 117:25 |
| 37:7 41:17 | 189:20,21 | 135:9 | 266:22 | 140:4 |
| 41:19 | 190:3,8,9 | 141:6 | | reach 69:9 |
| 50:24 | 216:2,4 | 143:15 | R | 69:10 |
| 53:22 55:5 | 217:4,8,9 | 146:15,18 | radically | 99:16,21 |
| 58:24 59:1 | 218:13 | 150:8 | 113:1 | 100:6 |
| 59:4,15 | 219:12 | 151:13 | raised 272:4 | 101:24 |
| 63:24 | 221:18 | 154:9 | Ramzi 2:9 | 260:13,15 |
| 67:23 70:5 | 222:14 | 164:12 | 4:6 24:15 | read 31:21 |
| 70:14 | 225:10 | 167:4 | 53:17 | 55:21 |
| 73:20,21 | 230:18,23 | 174:6 | 57:24 | 83:23 |
| 74:14,15 | 231:8,10 | 177:24 | 59:12 | 185:4 |
| 75:18,18 | 231:10,11 | 178:1 | 63:23 | 189:5,21 |
| 76:3,6,12 | 231:13 | 179:14 | 105:8 | 267:18 |
| 77:6,15,18 | 232:2 | 188:2,21 | 164:8 | 273:14 |
| 83:18,20 | 235:18 | 191:6 | 181:9 | 274:5,7,9 |
| 83:22,23 | 239:24 | 200:22 | 182:10 | 278:10 |
| 91:11 97:1 | 240:8 | 222:5,10 | 186:2,23 | 295:17 |
| 109:21 | 241:9 | 223:18 | 187:2 | readable |
| 110:2,7,24 | 248:21 | 245:5 | 219:12 | 165:16 |
| 111:13 | 249:3,3,4 | 250:10 | 230:11 | readily |
| 112:22 | 250:8,19 | 254:16 | 233:17 | 160:22 |
| 114:6,7 | 250:21 | 274:23 | 234:3 | 161:1 |
| 115:17,17 | 259:6,7 | 275:3,5,7 | 249:24 | reading |
| 117:17,24 | 263:2 | 276:25 | 292:17 | 189:7,19 |
| 118:4 | 279:7 | 277:12 | ramzi@jt... | ready 24:7 |
| 121:1,3,7 | 281:6 | 280:12 | 2:13 | 98:11 |
| 121:7,21 | questioned | 292:2,4 | random | 111:7 |
| 123:21 | 294:19 | quick 27:6 | 106:21 | 180:3 |
| 124:23 | questioning | 84:23 | 262:18 | 210:21 |
| 125:7,9 | 188:8,13 | 101:14 | randomly | real 22:13 |
| 126:8 | questions | 136:17 | 68:19 | 27:6 96:4 |
| 127:1 | 8:4,6 10:3 | 210:23 | 115:9 | 135:5,7 |
| 128:13 | 10:8,23 | 270:25 | range 279:8 | 145:13 |
| 130:18 | 17:8,10 | 275:4 | 279:19 | 184:5 |
| 131:8 | 28:16 | quicker | 280:1 | 187:3 |
| 134:20 | 29:16 | 119:17 | ranking | 191:1 |
| 143:4 | 36:15,23 | 150:15 | 291:10 | 197:16 |
| 146:10 | 36:23 37:8 | quickly 73:1 | rape 199:3 | 242:13 |
| 150:9 | 44:22 | 73:5 91:2 | 212:14 | 275:4 |
| 151:11,14 | 53:22 | 198:5 | rate 148:4 | realize |
| 154:5 | 61:16 62:9 | 253:3 | 156:19 | 254:8 |
| 169:3 | 62:11 | quite 8:5 | 157:7,11 | 275:21 |
| 170:2 | 63:18 64:2 | 13:7,14 | 157:14,16 | realized |
| 171:17 | 67:19,24 | 21:9 50:23 | 158:10,14 | 108:4 |

| | | | | |
|--------------------|--------------------|---------------------|--------------------|---------------------|
| 109:18 | 198:13,17 | 261:23 | recess 85:2 | recorded |
| 204:10 | 198:23 | 270:15 | 105:18 | 8:12 |
| 237:11 | 199:6,7,16 | 279:1 | 164:15 | 195:12 |
| 268:17 | 201:8,14 | 295:2 | 211:2 | records |
| really 8:25 | 209:2,11 | reasonably | 232:11 | 12:10 |
| 16:9 27:20 | 209:12,17 | 294:18 | 255:3 | 100:14 |
| 29:7 35:2 | 209:18,22 | reasons | 271:5 | 113:5,16 |
| 36:22 56:9 | 210:5 | 77:11,20 | recognize | 113:18 |
| 61:25 | 211:11 | 77:21,24 | 26:19,20 | 115:2,4,6 |
| 65:13,15 | 212:6,22 | 78:2 83:9 | 26:21 92:2 | 115:18,20 |
| 67:23 | 212:23 | 83:25 | 134:5,10 | 115:22,25 |
| 72:20 87:1 | 213:19,20 | rebuild | 147:22,23 | 116:11,24 |
| 88:22 91:7 | 222:1,5 | 102:21 | 216:11 | 117:18,20 |
| 93:2 94:12 | 229:16 | recall 27:15 | 222:21,25 | 117:24 |
| 95:13 | 231:12 | 29:23 34:9 | 223:2 | 118:14,18 |
| 99:22 | 253:25 | 37:21 38:3 | 255:11 | 118:22,24 |
| 101:22 | 254:7 | 38:14 72:9 | 268:15 | 118:25 |
| 103:17 | 257:25 | 86:11,15 | recommended | 119:6,25 |
| 105:7 | 258:8 | 87:21 | 94:20 | 120:10 |
| 107:10,10 | 260:1 | 100:20 | record 4:5 | 121:18 |
| 108:8 | 261:15 | 142:20 | 5:8 8:12 | 137:16 |
| 111:10,12 | 266:8 | 235:22 | 26:7,9,10 | recourse |
| 115:11,16 | 267:1 | 239:12,15 | 26:11 27:7 | 123:16 |
| 116:13 | 268:7 | 240:3,3 | 54:15,20 | recovered |
| 118:10 | 269:1 | 243:11 | 54:21,22 | 266:22,24 |
| 120:20 | 271:16,17 | 253:16 | 84:24 85:1 | recurring |
| 122:10 | 271:18 | 274:8 | 85:4 | 151:4 |
| 124:22 | 276:6 | recalling | 105:15,16 | refer 57:23 |
| 125:8 | 282:7,9,17 | 57:2 | 105:17,20 | 149:8 |
| 130:20 | 284:3,14 | receive | 116:21 | 150:9,10 |
| 136:17 | 288:13,14 | 37:12 | 117:7 | reference |
| 142:19 | 288:22 | 62:18 | 118:6 | 280:5 |
| 146:15 | reason 10:2 | 183:10 | 164:13,16 | references |
| 152:12 | 10:7,13,15 | 245:3 | 174:19,22 | 278:4 |
| 153:13,14 | 33:14 | 266:7 | 174:23,24 | referencing |
| 153:19 | 34:14 57:3 | 270:6,8 | 188:7,12 | 279:8 |
| 154:25,25 | 60:3,6 | received | 210:25 | referred |
| 161:11 | 68:23 70:7 | 62:23,23 | 211:3 | 203:20 |
| 166:10 | 70:10 | 62:24 63:2 | 216:25 | referring |
| 172:16 | 75:17 | 118:4 | 230:14 | 26:1 63:8 |
| 173:10,10 | 88:24 | 206:16 | 231:3 | 119:9 |
| 174:3 | 105:23 | 212:25 | 232:1,9,13 | 131:12 |
| 177:10,25 | 108:13 | 213:3 | 248:19,23 | 148:22 |
| 180:10,25 | 148:14,20 | 220:7 | 249:19 | 198:10 |
| 182:5 | 164:1 | 224:7,16 | 254:19,21 | 200:19 |
| 189:8,11 | 191:20 | 225:4,13 | 255:2,5 | 203:16,19 |
| 192:21,21 | 200:13 | 252:15 | 271:4,6 | 205:14 |
| 194:9,16 | 205:6 | receiving | 291:22,25 | 256:12 |
| 194:20 | 246:2 | 220:9 | 292:7 | 257:9 |
| 197:24 | 259:13 | 252:12 | 294:13 | refers 149:9 |

| | | | | |
|---------------------|--------------------|---------------------|---------------------|---------------------|
| 157:7 | relate | 283:22 | 294:1,6 | 226:11 |
| reflected | 177:24 | 284:17 | REPORTING | require 88:4 |
| 158:14 | related | 287:11 | 1:25 | 143:22 |
| refresh | 186:10 | remembered | represent | 144:1,3,9 |
| 57:22 58:1 | 203:23 | 87:16 | 4:5 185:18 | 144:24 |
| 127:18 | 225:8,14 | remotely | 187:5 | 145:4,5,9 |
| refusing | relating | 4:15 8:8 | represen... | 146:11,12 |
| 97:1 | 174:6 | 9:18 | 221:5 | required |
| 240:25 | 234:10 | removed | represen... | 145:21 |
| 250:9,19 | relation... | 110:19 | 1:14 25:12 | 190:7 |
| 250:20,21 | 43:11 | 116:8 | 25:17 27:3 | res 161:3 |
| regard 7:23 | 108:17 | 137:3 | 27:18 | research |
| 99:12 | 294:17 | rent 22:10 | 28:15 | 29:11,12 |
| regarding | relative | 22:22 23:2 | 30:24 | 56:18 |
| 19:1 37:23 | 294:15,15 | 23:4,8,14 | 48:17 55:8 | 259:11 |
| 103:13,14 | relatively | 23:15,16 | 58:19 60:5 | reserve |
| 103:18 | 153:15 | 23:21 24:9 | 77:23 | 281:16 |
| 151:17 | 195:16 | 145:14 | 84:16,20 | reserving |
| 152:20 | release | 266:7 | 112:1 | 274:23 |
| 197:13 | 135:24 | rental 23:19 | 165:25 | residence |
| 227:14 | 138:16 | 266:5 | represented | 50:7 55:17 |
| 228:6 | released | rented 136:2 | 184:17,20 | resident |
| regardless | 136:21 | 136:2,5 | 185:16 | 50:8 |
| 254:22 | relevance | renting 24:2 | 186:24 | resolution |
| regards 7:15 | 97:22,25 | 24:4 | represen... | 177:7,11 |
| 7:19 | 184:5 | rents 22:10 | 186:4 | respect 27:3 |
| 197:10 | 188:18,20 | repeat 9:20 | Republic | 27:9,18 |
| 228:12 | 191:5 | 50:24 59:3 | 132:25 | 31:4,5 |
| register | relevant | 59:4 83:21 | 212:20 | 270:4 |
| 132:15 | 14:8,17 | 95:14 | reputation | respectful |
| 142:2 | 17:6,9 | 115:17 | 178:3 | 212:6 |
| 218:5 | 103:11,12 | 151:12 | request 3:22 | respond |
| 223:22 | 186:13 | repeating | 116:8 | 101:14 |
| registered | 187:11,12 | 74:15 76:2 | 162:5 | 236:2 |
| 68:7 | religion | 112:22 | 226:21 | responded |
| 136:10 | 229:17 | rephrase | 228:4 | 234:17 |
| 223:21 | 230:20 | 121:1 | 233:6 | response |
| registra... | remember | report | 234:7 | 234:18 |
| 31:17 | 39:11 | 125:12,16 | requested | responses |
| 226:17 | 86:23 87:6 | 152:9 | 113:18 | 233:17,18 |
| 278:18 | 87:8,10,13 | reported | 116:3 | 233:19 |
| regular | 87:17,18 | 1:24 294:7 | 152:19 | 285:18 |
| 102:14,21 | 107:22,23 | reporter | 294:19 | responsible |
| regularly | 127:4 | 4:13 8:7 | requesting | 81:14 |
| 106:22 | 143:25 | 83:21 | 162:4 | 88:15 |
| 108:2 | 201:13 | 111:22 | requests | responsive |
| reimburs... | 239:8,9 | 189:5 | 3:18 | 101:11,19 |
| 206:18 | 241:7 | 291:20 | 115:22,25 | 101:22 |
| reinstal... | 243:17 | 292:10,16 | 162:7 | 224:23 |
| 33:21 | 282:12,13 | 292:24 | 224:24 | rest 158:9 |

| | | | | |
|---------------------|-------------------|---------------------|---------------------|---------------------|
| 161:14 | 242:5,7,10 | 178:10 | Rosen 229:5 | Rutgers |
| 166:11 | revocation | 180:20 | rough 292:23 | 128:17 |
| 192:16 | 203:2 | 185:12 | roughly 25:6 | |
| 281:17 | revoked | 189:2 | 210:13,15 | S |
| 284:8 | 203:3 | 202:8,20 | route 260:18 | S 2:3 3:8 |
| restate | rid 208:9 | 207:19,25 | router 56:5 | sake 55:25 |
| 259:6 | ridiculous | 210:23 | 60:13,20 | salary |
| restitution | 185:5 | 212:12 | 62:21 64:7 | 213:16 |
| 187:15 | 219:24 | 213:6 | 65:4,9,13 | sale 195:19 |
| 191:18 | 252:9 | 214:4,7 | 68:2 74:1 | 225:16 |
| 213:22 | 259:23 | 219:3 | 74:2,6,9 | sales 271:24 |
| 266:23 | right 5:20 | 228:9 | 74:19 | 285:6 |
| 267:17 | 5:22 9:8 | 229:5 | 75:21 | sampling |
| result 186:5 | 10:7 21:18 | 233:2,25 | 76:10 | 216:19,21 |
| resulted | 25:6 36:12 | 256:22 | 77:16 | SAN 1:3 |
| 225:23 | 41:24 43:7 | 257:11 | row 90:12 | sanctions |
| resume 270:7 | 43:9 45:24 | 258:8 | RPR 1:24 | 284:5 |
| retired | 46:24 | 260:3 | 294:5,23 | save 165:12 |
| 124:14 | 50:11 | 270:25 | rude 189:15 | saved 165:14 |
| 127:22 | 63:19 | 271:11 | rudimentary | saw 27:12,13 |
| returned | 64:24,25 | 274:21,21 | 152:7 | 46:5 81:21 |
| 244:21,22 | 74:1 84:17 | 275:10,12 | rule 3:12 | 192:4 |
| 244:24 | 84:23 | 277:3,6 | 25:19 | 197:4 |
| returning | 91:13 92:8 | 278:22,23 | 26:16 31:1 | 260:5 |
| 149:16 | 104:5 | 281:10,11 | 31:10 | 273:13,14 |
| returns | 108:23 | 284:2,23 | 81:15 | saying 16:19 |
| 179:15 | 114:12 | 287:10 | 88:12 | 41:8,15 |
| revenue | 115:17 | rights 111:5 | rules 190:6 | 43:16 |
| 174:10,10 | 120:18,21 | 123:13 | run 16:20 | 45:16 |
| 175:3 | 121:14 | 135:15,21 | 27:22 | 52:16,17 |
| 178:8,10 | 126:18 | 137:17,21 | 82:24 | 57:4 58:8 |
| 206:24 | 130:3 | 138:3,6,10 | 104:6,11 | 63:12 |
| 214:3,9,12 | 133:7 | 138:18 | 104:11 | 70:21 73:4 |
| 214:14,25 | 137:24 | 139:2,2,4 | 117:14 | 73:7 76:7 |
| 214:25 | 138:25 | 139:12,13 | 184:21,24 | 82:8 88:23 |
| 215:22 | 147:8,14 | 141:7 | 193:5 | 104:23 |
| 217:10,19 | 148:12 | 147:8 | 228:9 | 116:10 |
| 217:20 | 150:14 | 227:16,17 | 242:14,15 | 118:21,21 |
| 218:13,14 | 152:18,25 | 242:25 | 252:22 | 118:24 |
| 218:23 | 153:10 | 243:4,6,8 | running | 135:21 |
| 219:6 | 155:21,21 | 274:24 | 73:15 | 138:25 |
| 220:7,9,10 | 156:18 | rip 176:11 | 80:15 | 187:5,8 |
| 220:11 | 157:24 | 176:12 | 90:22 | 195:19,23 |
| 257:7,20 | 160:23 | ripped 122:2 | 95:15 | 201:4 |
| revenues | 161:1 | Rodeo 207:25 | 180:10,16 | 202:16 |
| 215:15,18 | 162:22 | role 102:4 | 209:6,13 | 205:16 |
| review | 166:14,23 | roof 263:20 | runs 18:5 | 213:4,4 |
| 292:25 | 167:2 | 263:21 | 289:22 | 217:5,18 |
| 294:19 | 169:18 | roommates | Russian | 217:24 |
| revised | 177:13 | 32:21 | 18:18 | 218:15,22 |

| | | | | |
|---------------------|---------------------|------------|---------------------|---------------------|
| 219:5,22 | 119:17 | 27:13 | 227:24 | 245:1,6,11 |
| 225:11 | 285:10,25 | 31:12 | 234:7,12 | 259:20 |
| 226:13 | scripts | 44:19,24 | 234:13 | sending |
| 243:24 | 122:8 | 44:25 46:6 | 238:5,9,9 | 112:23,24 |
| 269:23 | 283:17 | 47:9 49:20 | 255:10 | 115:9 |
| 270:1 | sealed 241:4 | 75:3,3 | 256:8 | 242:3 |
| 282:24 | search 30:7 | 91:22,22 | 258:10 | 245:4 |
| 289:10 | 104:13 | 91:25 | 259:22 | 256:13,16 |
| says 30:21 | 114:21 | 104:5,24 | 268:20,22 | 273:8 |
| 30:24 | 116:9 | 105:2 | 268:23 | sends 44:11 |
| 63:10 | 121:5,5 | 108:23 | 278:19,20 | sense 53:23 |
| 70:20 | 167:6,7,12 | 111:19 | 290:14 | 75:15 |
| 88:17 | 167:23 | 112:25 | seed 251:19 | 81:23 90:8 |
| 91:21 92:7 | 220:23 | 116:6 | 251:25 | 108:12 |
| 116:14 | 223:4,13 | 120:3 | 252:5,8 | 139:5 |
| 137:15 | 223:19 | 123:3 | seeding | 149:23 |
| 139:25 | 227:23 | 124:1 | 245:21 | 151:17 |
| 149:5 | 228:7 | 128:13 | 246:3 | 226:25 |
| 156:10,15 | 234:14 | 133:9,10 | seeing | 228:18 |
| 157:9 | 259:21 | 134:2 | 141:18 | sent 44:14 |
| 174:9 | searched | 147:16,20 | 197:22 | 68:6,9 |
| 234:9 | 165:4 | 147:21 | 199:1 | 112:17 |
| 256:8 | 166:1 | 148:13 | 223:1 | 117:8 |
| 259:15 | 167:17,25 | 149:6,14 | 272:8 | 119:16 |
| SBK 207:14 | 224:2 | 151:3,5 | seek 230:25 | 190:18 |
| scared 229:7 | searching | 154:7,8 | seen 88:8,12 | 205:4 |
| 258:10 | 120:24 | 157:1,9 | 128:15 | 241:24 |
| scenario | 170:23 | 159:17,25 | 269:6 | 244:19 |
| 77:1,3,4,8 | 220:21 | 160:13 | select | 245:10 |
| scenes | 224:4 | 161:7,8,22 | 220:22 | 263:5 |
| 138:11,15 | Seb 256:2 | 163:16,20 | sell 141:15 | sentence |
| Schedule | second 3:21 | 163:21 | 145:13 | 91:15 |
| 31:1,5 | 3:22 26:6 | 165:2,8,10 | 161:19 | separate |
| scheduling | 54:16,19 | 171:3 | 191:21 | 11:25 13:6 |
| 132:18 | 61:7 | 173:7 | 269:18 | 94:15,15 |
| screenshot | 132:15 | 174:11 | selling | 185:16 |
| 116:15 | 133:13 | 175:2 | 259:4 | 263:4 |
| 117:14 | 174:12 | 177:4 | send 38:24 | 264:8 |
| 121:2,4,14 | 175:2 | 191:5 | 104:3 | September |
| 121:20 | 230:16 | 192:10 | 107:11 | 264:16 |
| 123:7 | 232:6 | 193:3 | 110:18 | series 236:9 |
| screenshots | 288:8 | 199:15 | 112:16 | serious |
| 104:4,9,16 | secondary | 201:14 | 113:1 | 248:13 |
| 104:17,18 | 80:17 | 215:11,23 | 114:12,23 | seriously |
| 115:24 | section | 216:9 | 114:25 | 64:23 |
| 116:22 | 161:22 | 221:4,13 | 117:14 | serve 230:22 |
| 120:23 | security | 222:19 | 122:9 | served |
| 121:5 | 182:13 | 224:10 | 146:5 | 233:17 |
| 122:14 | see 6:22 7:3 | 226:21 | 236:9 | servers 45:5 |
| script | 9:6 26:14 | 227:20,20 | 244:23,25 | 47:4 48:1 |

| | | | | |
|--------------------|---------------------|--------------------|---------------------|---------------------|
| 48:9,19 | 213:15,15 | 222:6 | 134:9 | 202:23 |
| 49:16,17 | 217:23,23 | 236:11 | 138:17 | 203:1 |
| 49:19 | 217:23 | 276:10 | 139:7 | 223:10 |
| 290:11,22 | 220:4 | 278:23 | 144:19,20 | 265:5 |
| 291:16 | 263:3 | sex 134:8 | 155:9,10 | 269:4,4 |
| service | 265:3 | 198:24 | 155:10,11 | sign-ups |
| 17:21 | 294:20 | shame 83:5 | 155:11 | 258:17 |
| 38:22,23 | sets 154:14 | share 46:11 | show 117:21 | signature |
| 52:7 57:10 | 155:8,13 | 48:25 | 129:4 | 133:19 |
| 60:17,20 | settle | 176:11 | 148:19 | 268:25 |
| 90:13 91:2 | 180:21 | 244:16 | 176:18 | 269:23,25 |
| 106:10,14 | 205:1 | 288:5 | 179:12 | 295:18 |
| 106:18 | 270:13 | 289:23,23 | 224:6,16 | signed 92:7 |
| 107:20 | settled | shared | 225:3 | 96:23 |
| 109:19 | 240:14 | 225:15 | 227:1 | 117:23 |
| 111:11 | 244:14 | 240:24 | showed 46:14 | 135:23 |
| 117:23 | 280:20,23 | 241:6 | 179:15 | 194:12 |
| 123:1 | settlement | 244:16 | showing | 201:9 |
| 151:23 | 99:2 | shares | 217:9 | signific... |
| 192:12,14 | 221:14 | 176:18 | 261:17 | 276:10,11 |
| 235:17 | 225:12 | sharing | shows 34:11 | signs 138:15 |
| 270:10,19 | 240:17,22 | 32:22 | 148:2 | 139:25 |
| services | 242:24 | 39:12 44:8 | 258:24 | silenced |
| 106:11 | 243:9 | 64:13 | 278:11 | 38:21 |
| 108:1,19 | settlements | 176:6 | shut 90:18 | similar |
| 109:16,17 | 3:17 93:6 | sheep's | 91:2 288:9 | 55:16 |
| 110:9,12 | 128:7 | 198:8 | sick 21:8,9 | 85:12 |
| 110:20 | 203:21 | sheet 217:9 | 275:18,22 | 132:12 |
| 111:2,14 | 205:17,20 | 217:25 | 275:23,24 | 267:15,19 |
| 111:17 | 206:1,8,21 | 253:6 | 276:1,4,15 | simple 150:9 |
| 112:13 | 206:25 | shoot 19:17 | 282:12 | 173:20 |
| 113:3 | 207:5,11 | 19:24 | 283:7,8 | 225:20 |
| 114:19 | 208:15 | 139:18 | 284:6,13 | Simultan... |
| 118:15 | 210:2 | 145:18 | side 101:21 | 111:21 |
| 119:20 | 216:13 | 174:13 | 149:6 | Sinai 128:25 |
| 121:19 | 221:10 | 193:23 | 214:21,22 | single 15:23 |
| 247:12,14 | 225:8 | shooting | 214:23 | 33:13 34:6 |
| 247:15 | 252:16 | 19:15,18 | 215:2 | 55:16 |
| sessions | 274:1 | 22:12 24:1 | Siemens | 65:24 |
| 148:4 | settling | 73:16 87:8 | 128:24 | 116:22 |
| 149:19 | 82:23 | 133:2 | sign 8:25 | 127:4 |
| 150:2 | seven 102:19 | 134:18 | 142:16 | 259:17,17 |
| 151:6 | 107:18 | shoots 22:9 | 185:1,2 | sir 73:13 |
| set 3:20,21 | 133:18,19 | 141:17 | 192:2 | sit 15:22 |
| 30:25 31:6 | 170:20 | shorthand | 194:2 | 18:1,21 |
| 138:7 | 194:12 | 294:11 | 195:20,24 | 127:19 |
| 154:20 | 197:17 | shortly | 196:19,19 | 139:22 |
| 157:25 | 218:20,22 | 203:3 | 197:15 | 165:24 |
| 185:10 | 219:5 | shot 18:16 | 201:4,6 | site 104:24 |
| 204:12,15 | 221:11 | 22:21 | 202:16,22 | 122:1 |

| | | | | |
|--------------------|---------------------|---------------------|---------------------|---------------------|
| 136:15 | sitting | 21:19 | 128:21 | 97:21 |
| 149:10 | 56:12 | 101:5 | 130:4,5,12 | 98:21 99:1 |
| 150:11,18 | situation | slowly | 159:12,14 | 102:2 |
| 151:4,18 | 125:18 | 288:14 | 180:2 | 103:17 |
| 154:18 | 140:7 | SLRs 141:25 | 213:18 | 104:10 |
| 155:17,24 | six 6:23 | small 15:19 | 223:24 | 112:21 |
| 156:1,5,8 | 56:7 69:17 | 31:12 | 237:10 | 116:19,19 |
| 156:14,16 | 95:22 | 109:25 | 242:22 | 121:1 |
| 156:17,22 | 102:19 | 115:6 | 246:1 | 125:11,23 |
| 157:1,12 | 107:18 | 134:25 | 276:4 | 136:18 |
| 157:15,18 | 160:19 | 161:13 | softwares | 140:9 |
| 157:18 | 170:20 | 166:10,10 | 108:5,18 | 147:15 |
| 160:3,4 | 173:16 | 221:22 | 112:24 | 150:12 |
| 161:13,13 | 203:20 | 244:25 | sold 128:24 | 151:12 |
| 162:6,13 | 206:2,2 | 267:9 | 135:5 | 157:22 |
| 162:22 | 207:11 | smaller | 225:15 | 160:21 |
| 163:3 | 208:15 | 160:11 | 267:14 | 162:20 |
| 169:19 | 215:13,18 | smart 35:15 | solely 11:15 | 163:9 |
| 170:8 | 218:19,22 | 88:22 | 11:16,20 | 164:17 |
| 171:5 | 219:5 | 203:1 | solution | 168:13 |
| 172:14 | 221:11 | 229:16 | 70:15 | 174:14 |
| 173:12,19 | 222:6 | Smith 193:1 | 81:24 91:6 | 175:12 |
| 174:15 | 224:5 | sneaky 35:23 | solutions | 177:6 |
| 176:11,12 | 230:2 | 196:10,10 | 108:18 | 187:22 |
| 176:16,17 | 274:12,12 | social 16:20 | somebody | 188:9 |
| 198:23 | 274:18 | 51:24 | 14:18 74:8 | 189:7 |
| 199:17 | 278:22 | 255:23 | 158:24 | 206:14,19 |
| 208:9 | size 221:2 | software | 164:2 | 219:14 |
| 211:7 | skiing 79:19 | 29:10 44:8 | someone's | 230:11,12 |
| 258:6,23 | 79:20 | 57:4 61:1 | 69:10 | 232:10 |
| 259:17 | Skype 99:23 | 64:9 70:21 | 76:18 | 233:1 |
| 291:11 | 100:9,12 | 70:22 75:3 | something's | 248:19 |
| sites 34:24 | 110:6 | 76:5,18,20 | 231:14 | 254:1 |
| 35:4 | 113:14 | 76:23 78:3 | somewhat | 260:15 |
| 104:23 | slander | 80:1,2 | 20:9 78:9 | 263:2,10 |
| 121:5,6 | 250:16,21 | 86:22 | son 70:18 | 272:19 |
| 137:4 | slapped | 92:18,22 | soon 19:24 | 278:9 |
| 153:5 | 284:5 | 94:24 95:5 | 265:11 | sort 22:6 |
| 161:7 | sleeker | 97:10 | 288:1 | 49:25 |
| 163:23 | 129:24 | 98:10 | 292:23 | 238:20 |
| 164:3 | sleep 61:10 | 99:19 | sorry 7:7,21 | sorted 11:21 |
| 168:8 | 276:17 | 100:7 | 8:21 27:7 | 261:9 |
| 170:9 | slight 21:10 | 102:22 | 28:7 31:22 | sound 92:8 |
| 176:2,17 | slightly | 104:9,12 | 31:25 | 210:23 |
| 200:6 | 141:16 | 107:14 | 33:25 37:2 | 276:21 |
| 211:15 | Slippery | 108:7,8 | 49:15 | sounded |
| 222:13 | 163:25 | 118:12 | 50:23 59:3 | 275:6,13 |
| 256:17 | slow 19:14 | 120:23 | 61:6,7,10 | sounds 8:4 |
| 259:22 | 19:20 | 122:23 | 61:14 | 274:21 |
| 261:19 | slowed 21:17 | 128:19,20 | 86:25 | source 111:9 |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| 131:17 | speed 291:6 | 222:8 | 175:17,21 | 207:15 |
| 238:13,24 | spend 20:10 | 262:7 | steady | 250:24 |
| south 272:6 | 178:13,14 | 272:6 | 175:17,21 | 258:20 |
| space 22:10 | 193:23 | 274:14 | 176:3 | 266:15 |
| 270:18 | spent 29:10 | 288:7 | steal 13:3 | stolen 39:11 |
| span 168:3,6 | split 266:22 | started | 32:7 39:15 | 39:14 |
| speak 17:5 | spoke 28:11 | 14:13 | 69:23 | 43:18,20 |
| 58:17,19 | 196:21 | 61:24 | 76:18 | 76:22,23 |
| 109:3 | 225:19 | 77:15 | 80:16 | 76:23 |
| 110:3 | 243:7 | 90:16 | 115:12 | 100:4 |
| 177:4 | spoken 103:7 | 100:2 | 177:11 | 104:6,15 |
| speaking | 276:5 | 120:23 | 193:10 | 109:23 |
| 28:13 | spreading | 129:18 | 197:5,6 | 117:4 |
| 66:21,23 | 209:22 | 135:4,5,8 | 258:15 | 122:1 |
| 84:14,15 | spreadsheet | 135:11 | stealing | 137:13 |
| special 24:8 | 85:16,19 | 141:20,24 | 20:11,14 | 154:10 |
| 154:13 | 85:22,24 | 141:25 | 34:13 | 177:10 |
| specific | 86:2,6,11 | 179:17 | 39:23 46:6 | 184:19 |
| 15:14 | 86:16 | 184:25 | 46:7 104:8 | 192:13 |
| 23:20 | 152:6,10 | 204:4,13 | 104:13,20 | 203:15 |
| 36:23 37:7 | 152:14 | 261:1 | 104:21,21 | 238:9 |
| 37:8 62:16 | spreadsh... | 263:13 | 111:10 | 247:11 |
| 62:18,22 | 244:13 | 272:12,13 | 115:11 | 258:11,21 |
| 67:19,24 | square 90:4 | 274:13 | 122:4 | 259:9,14 |
| 85:14,18 | SS 294:3 | 275:4 | 126:3,13 | 260:4,6 |
| 106:24 | stake 12:16 | starting | 164:6 | 261:18 |
| 111:13 | 12:22,25 | 141:2 | 177:14,18 | stop 20:13 |
| 124:22 | 13:20 | 276:3 | 252:7 | 38:25 52:8 |
| 125:9 | 183:1 | 279:22 | 258:6 | 59:23 90:7 |
| 130:22 | stakes 11:18 | starts | 259:1,3 | 90:9,23 |
| 159:13 | stalled | 197:22 | 261:13 | 95:3,15,23 |
| 162:1 | 63:13 | state 182:7 | 263:24 | 98:16 |
| 190:10 | stand 12:1 | 294:2,21 | step 156:17 | 106:17,22 |
| 261:21 | 182:9 | stated 77:12 | stepped 81:2 | 108:2 |
| specific... | 201:9 | 77:25 78:1 | 81:5 215:9 | 109:24 |
| 9:25 24:13 | standard | 233:19 | 215:10,11 | 125:20 |
| 38:4 39:3 | 292:18 | 257:18 | steps 269:17 | 126:9,20 |
| 39:4 45:20 | Stani 110:3 | 277:9 | sticking | 127:3,13 |
| 45:22 | Stanislav | states 1:1 | 289:5 | 128:1 |
| 79:18 | 109:8,12 | 16:12,14 | stiffed | 185:13 |
| 86:23 87:7 | 120:5 | 16:15 | 266:3 | 190:19 |
| 87:17 | start 34:20 | 17:20 | stipulate | 205:23 |
| 163:6 | 34:22 | 19:16 | 4:14 | 209:19 |
| 164:20 | 63:19 | 81:15 88:7 | stipulated | 231:22 |
| 181:17 | 95:17 96:9 | 132:1,6 | 54:19 | 258:10,10 |
| 190:24 | 153:8 | 226:17 | stole 46:8 | 270:10,16 |
| specifies | 158:1 | stay 80:18 | 69:24 99:2 | stopped |
| 140:6 | 194:23 | 130:5 | 123:18 | 35:19 90:9 |
| speculate | 198:5 | 260:2 | 146:8,17 | 98:17 |
| 9:24 267:3 | 213:20 | stayed | 203:22 | 270:11 |

| | | | | |
|---|--|---|--|--|
| stopping 164:9 | style 141:17 141:20 | 257:22 260:1 | 44:17,21 45:19 52:2 | 249:22 250:10,14 |
| story 102:23 173:9 | 172:16 200:2,2 | 272:10 suit 7:19,24 | 57:23 64:16 66:2 | suspected 250:24 |
| straight 73:10 157:19 | subpoena 38:22 | 32:3,5 72:7,12,17 | 83:10 84:1 85:25 | swearing 4:14 |
| straight... 79:10 254:15 | subscrip... 117:12 158:8 174:10 | 72:24 99:4 214:16 284:16 | 94:22 105:11 106:7 | switch 111:17 |
| strange 68:17 91:22 197:3 229:19 | subscrip... 173:1,3 175:4,10 175:14,20 176:1 | Suite 2:4,11 suites 184:23 180:15 194:23 | 110:23 112:11 115:5 116:1 118:1,1 119:8 | switched 286:23 sworn 5:4 290:1 294:10 |
| stranger 48:5 | subsequent 92:10 | 213:6,7,12 214:15 | 121:9 134:16 | system 71:8 99:19 |
| Street 2:11 | substance 189:14,15 | 218:11,12 218:17 253:18 | 138:15,22 138:22,23 140:17,23 | 118:17 129:24 216:2 237:17,20 237:21,25 237:25 276:4 282:2 |
| stress 196:9 | substances 61:19 174:2,7 | Super 14:14 superior 94:24 | 141:5 142:2 147:6 | systems 43:8 107:15 |
| stressful 229:15 | successful 115:8 117:15 200:7 | Supermodel 134:8 154:24 | 151:11 164:10 168:7,25 | <hr/> T <hr/> |
| strike 53:9 60:4 70:9 70:9 96:18 113:11 169:2,23 179:1 187:21 207:21,22 220:19,19 | sudden 199:8 sue 34:25 193:11 205:22 256:21 257:2 | Supermodels 144:7 supervise 112:22 supplement 26:14 | 180:20,20 202:13 216:2 223:12,18 231:23 236:15 | T 3:8 T-O-R 35:25 tail 36:2 tails 35:25 take 8:14,18 19:16 26:3 31:20 39:11,13 39:15,16 43:17,19 56:7 62:13 64:22 67:1 72:5 84:23 95:16 104:3,16 104:17,18 105:9 107:13 113:4 116:15,16 116:17 117:18 119:7 |
| Strip 154:23 | sued 169:25 193:1 221:17 226:24 229:8 258:4 | supplied 38:23 86:9 supporting 79:12,15 supports 79:5 83:13 84:6 | 237:13 238:21 246:12 248:25 249:1 250:7 251:24 254:13,24 256:6 271:19 283:1 287:21,24 289:21 | |
| stuck 30:21 213:11 | sufficient 224:6,15 225:3 | supposed 80:20 93:7 101:4,8,20 110:11 241:12,13 244:15 | 254:13,24 256:6 271:19 283:1 287:21,24 289:21 | |
| student 32:10 | suggest 44:23 88:1 158:9,13 | sure 9:24 17:4 22:18 26:5 28:20 29:3 30:14 31:22 | surprised 200:8 suspect 248:15 249:12,15 | |
| studied 128:17 | suggests 80:22 | | | |
| stuff 60:24 93:11 138:10 141:20 146:7 161:9 204:22 209:25 215:13 228:17 283:20 | suing 183:20 193:14 205:19 256:22 | | | |
| stunt 229:6 | | | | |
| stupid 202:3 | | | | |

| | | | | |
|-------------------|---------------------|--------------------|--------------------|---------------------|
| 121:5 | 195:10 | tea 174:8 | 113:9 | 178:4,7 |
| 124:8 | 211:2 | team 84:12 | 137:6,6 | teslas |
| 132:7 | 217:2 | 84:18 | 166:24 | 128:25 |
| 135:6 | 230:1,4 | 85:15,24 | 201:2 | tested 20:1 |
| 136:13 | 232:11 | 101:24,25 | 217:21 | testified |
| 137:3 | 250:4 | 102:5 | 222:20,24 | 5:4 6:24 |
| 182:7 | 255:3 | 105:5 | 226:16 | 7:18 |
| 195:14 | 269:14 | 109:9,11 | 228:3 | 235:13 |
| 199:22 | 271:5 | 119:14,22 | 239:13 | 250:23 |
| 205:21 | takes 69:15 | 119:23,25 | 248:25 | 288:19 |
| 210:22,23 | 69:16 | 120:6 | 258:8 | 291:12 |
| 215:11 | 89:24 | 180:2 | 271:23 | testify |
| 216:24,24 | 177:22 | 194:20 | 279:16 | 30:10 31:7 |
| 218:3 | talk 53:18 | 198:3 | 289:20 | 78:4 |
| 222:19 | 54:9,19 | 209:13,14 | telling | 246:20 |
| 225:6,7 | 109:12,15 | 284:8 | 47:22 61:1 | 247:22 |
| 228:23 | 140:2 | 285:8 | 90:7 97:19 | 294:10 |
| 232:4,5 | 230:15,16 | teams 19:18 | 143:25 | testimony |
| 242:14 | 230:17 | 109:5,7 | 146:12 | 10:15 31:3 |
| 247:14 | 232:6 | 119:10 | 247:24 | 61:20 |
| 254:5,8,10 | talked 24:17 | 121:25 | 272:5 | 66:15 71:2 |
| 254:11,23 | 24:18,20 | 140:17 | 286:23 | 73:6 |
| 254:24,25 | 28:2,3 | tech 171:12 | tells 52:9 | 170:25 |
| 255:8 | 81:3 | technical | 78:24 79:3 | 187:21 |
| 270:25 | 124:18 | 37:25 | ten 7:13,14 | 215:17 |
| 275:22 | 125:21 | 79:17 | 24:12 25:5 | 251:3,4 |
| 288:6 | talking | 86:21 | 25:10 | 277:8 |
| 289:11 | 43:12 51:9 | 129:10 | 120:7 | 281:22 |
| 291:9,20 | 60:2 61:13 | 130:10 | 173:13,14 | 282:20 |
| takedown | 127:9,9 | technically | 173:15 | 287:11 |
| 119:2 | 147:19 | 15:8,8 | 180:18 | 289:5,6,9 |
| 122:9 | 214:12,25 | 35:24 | 255:23 | 290:2,8 |
| takedowns | 224:14 | 124:13,19 | 278:21,21 | 294:13 |
| 106:2,6 | 227:4 | technolo... | 278:21 | tests 21:12 |
| 108:20 | 235:4 | 66:12,17 | term 55:24 | 282:5 |
| 115:23 | 248:3 | technology | 167:12 | Texas 1:2 |
| 116:3 | 280:6,11 | 28:17 | 226:11 | 23:23 |
| 117:21 | tandem 92:19 | 68:22 | terms 31:15 | 188:24 |
| 118:7,19 | tangents | 122:19,24 | 31:15 38:4 | 194:21 |
| 119:7 | 230:20 | 271:17 | 86:16 92:5 | 286:10 |
| 120:1,25 | 231:18 | telephone | 139:13 | text 103:4,6 |
| taken 1:17 | target | 103:3 | 152:1 | 239:9,10 |
| 69:14 85:2 | 197:25 | tell 17:12 | 220:21 | texting 9:7 |
| 96:19 | tasks 107:14 | 38:25 | 240:17,19 | thank 37:10 |
| 105:18 | tax 154:5,9 | 56:23,25 | 240:22,23 | 219:15 |
| 115:24 | 179:15 | 57:1 62:10 | 241:2,5,10 | 271:3 |
| 136:23 | 195:15 | 62:14 67:3 | 241:11 | 273:18 |
| 137:13 | taxes 208:21 | 74:21 75:1 | 271:14 | 292:3 |
| 164:15 | 213:2,2 | 78:12,12 | 280:15 | Thanks |
| 183:24 | 224:10 | 78:14,22 | terrorizing | 105:22 |

| | | | | |
|---------------------|-------------------|------------|-----------|---------------------|
| theme 135:1 | 69:24 | 21:2 22:15 | 154:24 | 248:23 |
| 173:9 | 79:14,22 | 22:15,16 | 155:8 | 249:4 |
| theory 89:16 | 83:6 85:12 | 27:14,16 | 156:19,20 | 254:12,20 |
| Thereupon-- | 86:22 87:9 | 30:2 31:4 | 158:17,18 | 258:4,5 |
| 5:1 | 91:5 95:9 | 34:23,25 | 160:16,18 | 259:7 |
| they'd 19:5 | 98:12 | 35:20 38:6 | 160:19,20 | 262:19 |
| 68:12 | 108:10,12 | 42:25 | 161:6 | 263:5,14 |
| 229:17 | 108:14 | 45:21 47:6 | 169:9,11 | 263:23 |
| 242:3 | 117:5 | 53:18 | 169:14 | 266:18,19 |
| 270:16 | 119:20 | 54:12,17 | 171:13 | 267:12,20 |
| thing 14:8 | 122:25 | 56:10 57:1 | 172:6 | 268:18 |
| 24:5 36:12 | 123:7 | 57:18,18 | 173:2 | 271:15 |
| 37:3 44:9 | 124:15 | 57:18,19 | 174:13 | 272:7,12 |
| 44:11 | 125:4 | 63:16,23 | 177:1 | 274:10,22 |
| 49:25 50:5 | 129:6,20 | 68:15 71:8 | 179:6 | 278:22 |
| 66:3 77:2 | 131:18 | 72:23 | 181:9,10 | 282:16,22 |
| 79:16 | 140:19,25 | 74:24,25 | 181:10,10 | 284:4 |
| 80:17 | 146:3 | 83:5,17 | 181:11,18 | 285:6,22 |
| 82:23 | 152:7 | 85:11 | 182:10 | 286:6 |
| 96:11 | 159:3 | 86:13,14 | 184:5 | 287:17 |
| 100:3 | 167:1 | 86:18,21 | 185:21 | 288:22 |
| 129:17 | 171:4 | 89:10,11 | 187:11,21 | 290:24 |
| 141:3 | 176:21 | 93:18 | 189:15 | 291:2 |
| 143:16 | 177:20,22 | 99:10 | 190:1 | 292:19 |
| 155:5,13 | 178:18,20 | 100:16,16 | 197:4,17 | thinking |
| 166:21 | 181:15,16 | 102:19 | 200:5,12 | 18:4 117:7 |
| 167:6 | 193:7 | 103:11 | 200:13 | 209:19 |
| 172:10 | 199:4,14 | 104:11 | 206:16 | 271:23 |
| 199:24 | 212:14,17 | 105:6 | 207:17,23 | thinks 33:5 |
| 201:1,16 | 231:4 | 106:15 | 208:23 | 90:1 |
| 209:14 | 235:15 | 108:13 | 210:8,12 | 171:12 |
| 226:21 | 237:14 | 109:22 | 210:13 | third 39:1 |
| 231:5 | 238:8 | 116:23 | 213:1,5 | 286:11 |
| 237:4 | 241:14,15 | 120:7 | 214:5 | thought 14:7 |
| 248:14 | 244:21 | 123:15 | 215:9,22 | 77:15 |
| 263:1 | 251:5 | 127:18 | 218:1 | 88:19 |
| 267:15 | 263:19,20 | 128:14 | 219:11 | 150:15 |
| 269:7 | 266:6 | 132:9 | 221:20 | 154:19 |
| 285:22 | 268:18 | 133:20 | 223:10 | 189:11 |
| 287:24 | 272:6 | 134:8 | 225:7 | 198:11,12 |
| 289:2 | 281:20 | 136:16,18 | 226:25 | 198:14 |
| 292:22 | 283:18 | 142:19,21 | 227:25 | 203:24 |
| things 11:22 | 284:9 | 143:8 | 229:17 | 204:9 |
| 16:21 19:7 | think 6:14 | 144:6,16 | 230:22 | 211:14,25 |
| 20:22 22:6 | 6:23 12:21 | 148:16 | 233:23 | 212:1,5,15 |
| 22:7 32:23 | 12:24 13:4 | 149:3 | 235:8,23 | 263:17 |
| 33:5 34:12 | 15:22 | 152:13 | 239:9 | 271:10 |
| 47:18 48:6 | 17:25 18:4 | 153:14,24 | 242:12 | 272:3 |
| 61:14 | 18:20,23 | 153:24 | 245:2,2 | 273:11 |
| 66:11 | 20:8,23 | 154:19,23 | 247:6 | 282:16 |

| | | | | |
|--------------------|---------------------|------------|---------------------|---------------------|
| 286:2 | 244:10 | 69:14 82:3 | 284:2,13 | 137:10 |
| thousand | 249:25 | 85:18 87:1 | 292:5 | 164:25 |
| 34:18 | 255:20 | 94:17 | 294:13 | 165:14 |
| 176:16 | 270:8,19 | 95:18 | time-con... | 166:15 |
| 195:8 | 278:23,23 | 99:17,24 | 237:23 | 194:7 |
| 215:9 | 286:6,16 | 100:11 | 286:1 | 196:8 |
| 269:13 | three-year | 102:16 | timeframe | 222:1 |
| thousands | 280:6 | 103:22 | 280:5 | 226:20 |
| 75:2 | threesome | 105:10,20 | timely 293:5 | 242:20 |
| 107:11,12 | 155:2,3,3 | 106:24 | times 6:4,5 | 269:19 |
| 112:19 | 158:7 | 107:12 | 6:8,8,10 | 278:10,13 |
| 113:2,10 | 160:25 | 108:6 | 6:19,20,23 | 278:18 |
| 117:1,3,9 | 162:7 | 110:5 | 7:2,12,13 | titled 25:19 |
| 117:10 | 166:5,13 | 116:16 | 7:18 20:25 | 26:15,15 |
| 128:11 | 167:7,14 | 117:14 | 30:3 33:3 | titles 58:2 |
| 161:23 | 167:22 | 118:4 | 39:1 46:7 | 81:20 87:4 |
| 178:4,4 | 168:4,7 | 119:24 | 46:8,9 | 87:6 137:8 |
| threatened | 169:17 | 120:3 | 57:6 66:2 | 158:17 |
| 125:2,3 | 170:4,7,15 | 125:5 | 66:8 68:17 | 165:12 |
| threatening | 279:4 | 127:11 | 73:14 | 211:8 |
| 224:17 | threesomes | 131:3 | 75:24 | 213:9 |
| 225:5,5,6 | 154:17 | 135:3,12 | 81:21,22 | 220:18,21 |
| 225:12 | 155:5 | 139:17 | 93:6 94:8 | 221:3,16 |
| threats | 162:6,7 | 141:11,24 | 107:4,6,7 | 221:19,23 |
| 125:16 | 166:4,6,9 | 143:19 | 107:8,9,11 | 221:24,25 |
| three 12:19 | 166:14,17 | 146:22 | 113:3 | 279:9 |
| 30:2 32:8 | 166:21,22 | 149:10 | 114:18 | today 10:4 |
| 39:1 90:12 | 166:25 | 157:10,13 | 116:7 | 10:10,22 |
| 91:1 96:18 | 167:17 | 164:14,17 | 127:20 | 15:22 18:1 |
| 112:8,18 | 168:5,8,9 | 168:3,6,14 | 137:12 | 18:22 57:1 |
| 113:6 | 168:12 | 169:9 | 145:11 | 61:9,20 |
| 116:4,24 | 169:15,22 | 177:8 | 149:20 | 105:25 |
| 116:25 | 170:24 | 188:10 | 170:19 | 111:25 |
| 118:7,9,13 | 173:10 | 198:15 | 193:1 | 127:19 |
| 118:23 | throw 111:11 | 200:8 | 217:2 | 165:24 |
| 119:1 | 115:10 | 204:8,14 | 221:25 | 174:2 |
| 120:21,21 | 125:3 | 216:21 | 224:20 | 177:22 |
| 121:10,12 | 260:12 | 217:16 | 244:10 | 254:3,8 |
| 123:1,7 | tidbit 149:4 | 231:24 | 249:25 | 274:23 |
| 128:25 | tigers 198:7 | 234:17 | 253:9 | Today's 4:1 |
| 132:17,18 | time 4:2,3 | 235:21 | 257:18 | told 111:16 |
| 168:5 | 6:13,14 | 236:24 | tiniest | 149:1 |
| 169:23 | 10:19 12:7 | 239:1,7 | 148:12 | 175:24 |
| 170:19 | 13:7 20:22 | 242:9,11 | tired 23:22 | 195:16 |
| 173:21 | 23:6 27:12 | 248:1 | 61:22 | 215:4 |
| 175:9,18 | 27:13 33:2 | 254:5 | 275:21 | 227:5 |
| 175:21,24 | 39:1 43:23 | 262:22 | tireder | 241:3 |
| 207:21,22 | 52:6 59:9 | 265:4 | 276:17 | 263:17 |
| 221:11 | 59:18 | 270:17 | title 11:7 | 273:2,11 |
| 225:9 | 62:14 67:2 | 281:17 | 132:13 | 273:23,24 |

| | | | | |
|--------------------|---------------------|---------------------|---------------------|---------------------|
| top 91:21 | 259:16,20 | transferred | 258:15 | 200:15 |
| 144:7 | 260:9,11 | 262:17 | 291:6 | 212:15 |
| 282:3 | 260:15 | 265:6 | true 40:6 | 231:3 |
| topics 27:9 | 261:12,14 | transfer... | 50:14 | 232:5 |
| 27:19 28:1 | total 87:20 | 262:10,12 | 51:11 | 269:18,19 |
| 28:4,9 | 168:17 | 262:14 | 165:6 | trying 6:23 |
| 30:11,13 | touch 205:7 | translate | 176:23 | 13:3,5 |
| 31:15 | touched | 285:23 | 177:6 | 17:11,12 |
| torrent | 28:21 | travel 282:7 | 186:19 | 18:23 37:2 |
| 32:25 | 144:9 | traveling | 268:19 | 47:24,25 |
| 33:10 39:9 | tough 192:21 | 73:17 | 277:16 | 56:13 58:6 |
| 39:18 40:1 | track 104:7 | 99:25 | 287:19 | 63:17 |
| 40:2 43:14 | 104:12 | 178:19 | 288:21 | 64:16 |
| 49:4,6 | 152:22 | trial 6:24 | 294:12 | 101:10 |
| 54:4 157:6 | 170:9 | 7:4,18 | Truninski | 121:9 |
| 157:25 | 257:15 | 53:16 | 18:17 | 128:4,12 |
| 158:2 | tracked | 55:21 72:6 | trust 140:22 | 131:11 |
| 159:1 | 55:10 | 80:7 | 243:16 | 142:25 |
| 163:23 | tracker | 125:15 | trusted | 143:8 |
| 164:3 | 104:7,9 | 140:20 | 194:17 | 150:6,12 |
| 169:19 | 170:8 | 281:17 | trustee | 150:14 |
| 170:9 | 242:15 | trials 7:5 | 195:24 | 174:5 |
| 172:3,4 | tracking | trick 114:18 | truth 87:7 | 185:25 |
| 222:13 | 170:10 | tried 99:12 | 134:8 | 186:19 |
| 260:4 | trademarks | 117:21 | 143:24 | 192:10 |
| 277:19,23 | 22:4 242:1 | 122:16 | 144:21 | 193:13 |
| 288:12,17 | 263:14 | 123:3 | 154:25 | 195:9,18 |
| torrents | traffic | 128:5 | 185:25 | 200:11 |
| 34:13 | 151:21 | 152:3,6 | 205:8 | 204:19,19 |
| 35:22 39:7 | 160:2,3 | 181:1 | 217:2 | 215:11 |
| 39:8 40:15 | 214:17,18 | 184:22 | 221:7,10 | 217:8,21 |
| 43:1 48:23 | 256:25 | 191:22,23 | 221:13 | 226:15 |
| 104:6 | 271:24 | 192:20 | 270:24 | 228:19,22 |
| 109:25 | trained | 195:6 | 294:10,10 | 229:20,21 |
| 114:15 | 286:16,17 | 196:1,18 | 294:10 | 229:22 |
| 115:12 | transact... | 196:18 | truthful | 238:6 |
| 153:16 | 117:20 | 201:2 | 10:23 | 246:13,16 |
| 157:5 | 175:15 | 229:9 | 204:20 | 267:2,4 |
| 158:19 | transcribed | 236:1,4 | 251:8 | 275:8,9 |
| 159:2,6,10 | 8:7 294:11 | 269:14 | truthfully | 281:13,15 |
| 159:14 | transcript | 276:21 | 18:9 62:9 | tube 158:21 |
| 172:19,21 | 292:9,25 | 287:5 | 62:12 | 256:17 |
| 172:25 | 293:4 | tries 162:18 | 105:25 | tubes 115:13 |
| 176:19 | 294:12,19 | trip 138:23 | try 7:9 17:9 | 122:5 |
| 179:19,21 | transcri... | trips 138:17 | 66:22 | 153:16 |
| 208:7 | 295:17 | TRO 80:3 | 69:23 | 176:20 |
| 213:11 | transcripts | trolls | 137:8 | 177:14 |
| 214:19 | 293:4 | 258:13 | 183:18 | 214:19 |
| 256:24 | transfer | trouble 49:5 | 191:20 | 260:9,11 |
| 258:3,18 | 229:9 | 142:22 | 195:5 | 260:13,19 |

| | | | | |
|---------------------|---------------------|---------------------|--------------------|---------------------|
| 261:12,13 | 213:12 | 13:11 | 285:4 | upwards 96:6 |
| Tuesday 1:20 | 214:2 | 164:4 | understa... | uscopyri... |
| 294:8 | 215:8 | un-filed | 41:17 | 223:22 |
| turn 7:7 9:6 | 221:11 | 3:25 | 60:11 | 226:20,22 |
| 37:2 82:9 | 226:2,21 | 268:14,16 | 73:10 | use 5:21 |
| 98:23 | 237:1 | unclear 16:6 | 89:19 | 23:9,10,12 |
| 133:12 | 247:25 | uncollec... | 116:5 | 23:20 24:8 |
| 156:22 | 256:24 | 207:18 | 129:19 | 33:9,9 |
| 158:2 | 258:25 | 244:3 | 130:8 | 35:6,24 |
| 204:3 | 260:7,9 | underscore | 228:25 | 43:9 44:7 |
| 224:22 | 269:11 | 165:11 | 231:17 | 44:20 49:8 |
| 228:17 | 283:9 | 269:2 | 280:14,14 | 50:8 55:24 |
| 234:5 | 286:5 | understand | understands | 74:2 80:6 |
| turned 98:18 | two-minute | 8:9,11,20 | 67:5 | 88:22 |
| 129:7 | 231:18 | 9:15,16,19 | 219:11 | 93:17 |
| 204:2 | TX 2:5,12 | 10:17 27:2 | unfortun... | 104:21,22 |
| 264:8 | type 132:9 | 27:5,7 | 128:4 | 106:11,13 |
| 270:19 | 166:6,13 | 41:7,15 | 211:12 | 106:21 |
| turns 33:23 | typed 167:13 | 42:25 46:4 | uninstall | 108:18 |
| Tweets 3:24 | types 86:16 | 47:24,25 | 287:14,16 | 112:2 |
| twelve 7:13 | 120:22 | 49:10 50:1 | unique | 113:11,20 |
| 7:14 | typewriting | 59:11 | 155:19 | 119:19 |
| twice 170:18 | 294:12 | 61:15 64:2 | United 1:1 | 121:22,24 |
| 170:19 | typewritten | 66:20,25 | 16:12,13 | 121:24 |
| 258:5 | 294:12 | 73:9,25 | 16:14 | 122:2 |
| Twitter | typical 23:1 | 74:14 76:1 | 19:15 | 130:12 |
| 255:14,15 | 23:2,2,9 | 78:7 89:1 | 132:1,6 | 131:15 |
| 255:17,18 | 23:12 | 89:4,11 | 226:17 | 132:1,5,12 |
| 255:19,21 | 208:17,25 | 116:23 | unquote | 132:12,15 |
| 255:25 | typically | 121:9 | 266:24 | 136:9,12 |
| 258:13 | 23:7 | 129:14 | unrelated | 136:22 |
| two 5:19 | typing | 146:10 | 186:7 | 138:5,14 |
| 30:14 32:8 | 167:22 | 154:11 | unstable | 148:10 |
| 33:3 34:24 | | 160:22,25 | 63:11,15 | 151:14 |
| 35:10 36:6 | U | 174:5 | updated | 172:20 |
| 97:3 | U.S 18:23 | 177:24 | 28:17 | 225:24 |
| 100:13 | 132:8,10 | 182:3 | updating | 238:6 |
| 103:8 | 132:16 | 191:23 | 208:9 | 259:3 |
| 109:5 | 207:16 | 197:3 | upgrades | user 38:10 |
| 119:10 | 226:19 | 203:8 | 130:6 | 51:23 |
| 120:3 | UDOP 259:18 | 205:12 | upload | 149:14 |
| 122:22 | uh-huh 25:21 | 219:2 | 245:15 | 150:9 |
| 127:24,25 | 133:11 | 226:15 | uploading | 151:6 |
| 128:3 | 134:10 | 228:15,23 | 158:1,3 | 153:3 |
| 155:7,14 | 155:21 | 229:19 | 257:16 | 156:16,18 |
| 155:15,15 | 175:13 | 230:6 | upset 272:8 | 156:22 |
| 155:17 | Ukraine | 232:15,17 | 272:15 | 238:8 |
| 176:17 | 17:14 | 267:2 | 274:13 | users 148:3 |
| 204:6 | 109:5,9 | 270:7 | upstream | 148:4 |
| 210:14,14 | ultimately | 271:16 | 160:1 | 149:5,11 |

| | | | | |
|---------------------|---------------------|---------------------|---------------------|--------------------|
| 149:12,14 | 166:11 | 255:1,4 | voracity | 140:23 |
| 149:15,17 | 199:18,21 | 271:4,6 | 186:20 | 142:22 |
| 149:17,18 | 211:7,10 | 291:25 | VPN 36:5,7 | 153:19 |
| 150:10,10 | Vanity 192:5 | 292:6 | 238:5,7 | 157:2,4,18 |
| 150:16,16 | varies | videos 19:23 | VPNs 172:20 | 157:19,24 |
| 150:17,17 | 112:15 | 95:12 | vs 1:7 | 158:1 |
| 150:19,22 | vary 92:12 | 117:10 | | 161:8 |
| 151:3,15 | verified | 122:1 | W | 165:9 |
| 151:15,16 | 91:22 | 132:20,22 | W-2 11:11 | 171:9,9,15 |
| 151:18,19 | 250:5 | 149:22 | 15:24 | 173:7 |
| 151:21 | verify | 154:8 | 16:11 | 177:2,3,4 |
| 152:1,13 | 122:11,12 | 155:19 | W-2s 17:2,4 | 182:7 |
| 152:15,16 | verifying | 156:5,9,11 | wait 37:7 | 184:12 |
| 152:23 | 122:12 | 198:21 | 76:21 82:2 | 191:20,20 |
| 153:11,22 | versus 16:2 | 199:3,6 | 90:11,17 | 192:23 |
| 154:1 | 32:9 75:21 | 212:14 | waited 90:15 | 193:3,4,5 |
| 156:10,13 | 108:18 | 230:7 | waiting 9:3 | 193:8,11 |
| 159:13 | vet 102:22 | 256:17 | 19:22 | 194:4,8 |
| 179:3 | vetted | VIDEOTAPED | 192:3 | 196:1 |
| 289:13 | 102:24 | 1:13 | 245:8 | 200:13 |
| uses 73:25 | victim | view 163:7 | 280:21 | 207:8 |
| 74:1 | 267:21 | viewed | waived 182:6 | 208:8,11 |
| 222:13 | victims | 162:21 | 293:1 | 209:20,23 |
| usually 23:4 | 267:17,21 | 163:3 | walks 75:23 | 216:3 |
| 24:9 32:25 | video 1:25 | viewing | want 8:14,14 | 217:17 |
| 33:8,12,13 | 22:6 132:2 | 64:11 | 15:16 18:8 | 220:2 |
| 33:15,16 | 132:4,5,10 | views 148:4 | 23:20 29:4 | 226:10 |
| 34:6 36:5 | 132:17 | 149:25 | 40:8 43:18 | 227:7 |
| 44:4 59:23 | 141:25 | 150:3 | 43:19 49:7 | 230:16 |
| 88:3 | 142:3,3 | villa 145:14 | 49:25 | 231:23,23 |
| 113:15 | 149:21 | violating | 53:21 54:9 | 237:24 |
| 115:20 | 211:18 | 123:13 | 56:25 | 247:14,22 |
| 137:12 | 242:19 | violence | 57:23 64:3 | 248:3 |
| 155:14 | Videocon... | 198:14 | 73:9 78:11 | 254:18 |
| 156:21 | 1:13 2:6 | 199:2 | 78:12 95:8 | 258:9 |
| 158:23 | 2:14,17 | 211:20 | 97:12,13 | 261:11 |
| 165:11 | Videogra... | Virginia | 98:2 | 267:3,18 |
| 171:10 | 2:15 4:1 | 216:19 | 105:14 | 269:8 |
| 205:9 | 4:12 26:9 | 221:7 | 109:1 | 277:8 |
| 270:10,12 | 26:11 | visit 150:17 | 110:24 | 291:13 |
| 285:23 | 54:20,22 | 158:25 | 114:5,11 | 292:22 |
| utilize | 85:1,3 | visited | 114:16,17 | wanted 47:8 |
| 123:3 | 105:14,17 | 149:9 | 114:20,23 | 57:1 88:22 |
| | 105:19 | Vogue 117:5 | 116:8 | 93:12 |
| V | 164:13,16 | voiceover | 130:2 | 125:13 |
| value 161:18 | 174:22,24 | 237:4 | 131:10 | 140:24 |
| 162:2 | 210:25 | volume 93:22 | 136:25 | 158:20 |
| 163:7,12 | 211:3 | 116:23 | 137:1 | 176:10 |
| 172:7,11 | 217:3 | volunteered | 139:16,18 | 184:24 |
| vanilla | 232:9,12 | 181:25 | 139:23,23 | 191:20 |

| | | | | |
|---------------------|---------------------|--------------------|--------------------|---------------------|
| 199:17 | 214:8 | 223:17,17 | 123:21 | 56:18 |
| 201:5,23 | 235:18 | 238:17 | 126:4 | 65:19 66:8 |
| 201:25,25 | 251:4,7 | 241:19 | 129:25 | 70:14 |
| 202:1,2,21 | 269:11 | 245:20,25 | 130:20 | 71:18 72:6 |
| 204:2 | 273:5,10 | 252:6 | 134:16 | 78:24 81:3 |
| 217:7 | 282:24 | 254:3 | 137:2 | 88:7 92:16 |
| 235:5 | waste 231:24 | 275:15 | 139:19 | 92:17 |
| 236:7 | watch 35:5 | 277:18 | 159:16 | 93:18 |
| 244:4 | 149:22 | 282:21 | 161:11,12 | 94:23 |
| 264:7 | 157:4,24 | 287:6 | 172:21 | 101:10,15 |
| 271:17,19 | 193:9 | 289:17,21 | 173:4 | 107:9 |
| 274:15 | 197:2 | 290:25 | 176:17 | 108:5,9,9 |
| 282:25 | 209:20,21 | 292:14 | 177:3,21 | 108:23 |
| 285:7 | 209:23,24 | ways 44:20 | 177:22 | 110:21 |
| 286:25 | 212:11 | 44:25 66:3 | 178:19,23 | 118:9,11 |
| wants 35:5,6 | 260:3 | 148:9 | 180:1 | 123:2 |
| 39:10,13 | watched | we'll 58:21 | 183:19,20 | 124:18 |
| 39:15 | 166:24 | 115:14,14 | 187:6 | 125:21 |
| 56:22 | watching 9:1 | 137:2 | 193:7,14 | 126:14 |
| 65:17 | 170:7 | 202:16 | 194:10,24 | 133:1 |
| 158:4 | 211:15,24 | we're 15:4 | 195:23 | 139:6 |
| 247:10 | 212:4,13 | 19:23 | 200:5 | 152:3,6 |
| Warmblood | way 11:21 | 22:12 24:8 | 204:14,23 | 153:14 |
| 183:13,15 | 24:4 32:12 | 27:1 33:25 | 205:6,10 | 181:1 |
| 188:1 | 32:17 | 34:19,20 | 205:10 | 191:11 |
| 190:24 | 34:14 35:4 | 34:22 | 208:7 | 204:7 |
| 191:10,12 | 35:22 | 38:23 | 209:10,16 | 214:23 |
| 233:9,11 | 38:17 | 40:22,24 | 210:20,25 | 230:1 |
| 233:12,16 | 44:25 52:5 | 49:9 51:13 | 213:18,19 | 245:5,6,8 |
| 239:4 | 52:10,10 | 53:16 | 213:23,24 | 248:4 |
| 240:6 | 52:17 | 57:10 | 213:25 | 257:15 |
| 253:19 | 56:11 | 66:14,22 | 214:4 | 259:11 |
| 266:11,21 | 90:14 94:3 | 73:15 | 220:2 | 267:20,21 |
| warning | 94:3 103:3 | 77:14 | 222:8 | weather |
| 256:14,16 | 106:16 | 80:14,14 | 224:14 | 21:14 |
| 256:19 | 111:9 | 82:22,24 | 225:11 | web 113:14 |
| Washington | 118:6 | 92:15,18 | 226:21 | 116:6 |
| 2:4 | 119:19 | 92:21,21 | 229:6,10 | 238:25 |
| wasn't 21:19 | 121:20 | 95:17,24 | 231:5,21 | web-based |
| 38:9 40:6 | 122:11,15 | 97:9 98:9 | 233:2 | 238:17 |
| 70:16,18 | 122:16 | 98:10 | 238:23 | website 3:16 |
| 71:8 75:21 | 151:20 | 100:6 | 246:5,17 | 68:19 |
| 82:2,4 | 153:2 | 101:13 | 248:2 | 129:7 |
| 83:14 84:8 | 156:15,15 | 111:6 | 252:3,3 | 135:8 |
| 100:3 | 176:21 | 112:5 | 253:7 | 147:16 |
| 110:11 | 177:19 | 115:13 | 267:5 | 148:3,7,10 |
| 113:18 | 179:13,17 | 116:23 | we've 34:19 | 163:8,13 |
| 125:6 | 192:11 | 119:19 | 34:21 | 163:15 |
| 182:1 | 193:24 | 122:3,14 | 54:18 | 225:17,17 |
| 184:23 | 211:16 | 122:17 | 55:10 | 226:20 |

| | | | | |
|---------------------|---------------------|--------------------|--------------|---------------------|
| 245:16 | 148:12 | 289:3, 4 | 111:23 | 292:3, 25 |
| 264:2 | 172:19 | willing | 124:11 | 294:8, 9, 13 |
| websites | 176:9 | 236:8 | 127:8, 10 | 294:20 |
| 14:13, 15 | 184:21 | windfall | 127:11, 16 | witnesses |
| 14:19 | 190:20 | 192:11 | 127:20 | 94:16 |
| 104:18, 19 | 191:25 | 196:4 | 133:15, 17 | wolves 198:8 |
| 104:19 | 197:4 | 267:4 | 144:6, 23 | woman 211:18 |
| 204:8 | 209:3, 3 | wire 195:24 | 164:12 | women 198:14 |
| 259:19 | 222:4 | wish 143:14 | 167:5 | 199:1, 2 |
| 262:18, 18 | 226:6 | 174:4 | 181:8, 14 | 211:21 |
| 262:19, 20 | 229:11 | 201:22 | 184:12, 16 | 212:13 |
| week 98:7 | 235:16 | withheld | 185:14, 19 | wondering |
| 205:3 | 240:23 | 261:24 | 185:24 | 208:12 |
| weekend | 251:6 | withholding | 186:21 | 261:19 |
| 61:23 | 268:10 | 80:12 | 187:13, 18 | 266:18 |
| 189:10 | 271:21, 25 | witness 3:1 | 187:23 | woodwork |
| 192:19 | 280:21 | 4:15, 18, 20 | 188:15 | 200:10 |
| weeks 97:14 | 281:2, 2 | 5:3, 19 | 189:4, 7, 24 | word 167:13 |
| 103:8 | 283:14 | 18:3 24:21 | 190:9, 15 | 205:11 |
| 286:6, 14 | 285:24 | 25:25 27:8 | 191:7 | 209:22 |
| 286:16 | Western 1:2 | 28:5 30:11 | 200:23 | words 47:7 |
| weird 193:17 | 188:24 | 30:18, 20 | 201:2 | work 15:19 |
| 269:1, 6 | Wet 163:25 | 31:22 | 203:8 | 19:3 21:7 |
| welcome | WhatsApp | 36:16, 18 | 210:12 | 21:20 29:5 |
| 26:14 | 99:22 | 40:8, 13 | 214:7 | 39:4 43:1 |
| 54:25 | 100:9, 12 | 41:7, 19 | 217:1, 7 | 43:2, 5 |
| 105:22 | 100:21 | 44:17 | 219:10, 14 | 44:18, 24 |
| 108:16 | 113:14 | 45:12, 16 | 227:4 | 57:5 63:22 |
| went 13:3 | 235:14, 25 | 46:19 47:3 | 229:2, 4 | 70:21 79:6 |
| 49:3 81:19 | 236:2, 14 | 48:5, 13, 22 | 230:19, 23 | 80:23, 23 |
| 102:23 | 237:5 | 50:5 53:21 | 231:4, 20 | 97:15, 16 |
| 124:9 | when's 95:18 | 57:23 58:5 | 232:2, 22 | 98:19 |
| 128:17 | WHEREOF | 58:25 59:3 | 233:1, 11 | 102:11 |
| 142:19 | 294:20 | 61:4, 6 | 233:25 | 103:14 |
| 158:18 | whichever | 62:4 63:25 | 240:19 | 120:4 |
| 179:8, 11 | 123:3 | 65:12 70:3 | 243:3, 13 | 122:10 |
| 192:7, 8 | widely | 71:6, 18 | 247:6 | 123:4 |
| 200:25 | 109:23 | 72:20 | 248:8, 18 | 124:2 |
| 204:1 | wife 155:1 | 73:13, 22 | 249:8, 18 | 125:11 |
| 207:9 | wifi 68:12 | 74:13, 24 | 250:2, 13 | 126:3 |
| 212:22 | 69:3, 6, 7, 9 | 75:14 | 251:24 | 129:24 |
| 218:7 | 69:19, 25 | 76:15 77:7 | 254:20 | 139:22, 25 |
| 224:19 | 70:4 74:2 | 78:4, 7 | 255:6 | 140:3, 6, 8 |
| 229:12 | 74:19 | 80:9 82:16 | 262:1 | 140:10 |
| 263:25 | 75:20 | 83:17 | 274:25 | 142:14, 16 |
| 266:4 | 76:19 | 84:10 | 275:17 | 143:23 |
| 283:2 | 81:13, 19 | 89:10, 24 | 276:14 | 144:2, 14 |
| weren't | 88:13, 20 | 91:13 | 281:13 | 145:15, 17 |
| 21:22 | 89:25 90:2 | 96:16 | 285:22 | 152:4, 5 |
| 101:19 | 90:3, 5 | 105:12 | 291:24 | 155:25 |

| | | | | |
|--------------------|--------------------|---------------------|---------------------|-------------------|
| 160:6,11 | 126:6,11 | 22:25 | 285:10 | 259:21 |
| 181:14 | 126:14 | 94:17 | writers | 261:18 |
| 192:13 | 128:14 | 199:5 | 134:24 | 263:6,8 |
| 197:19 | 129:18 | 267:7 | writing | 266:8 |
| 201:16 | 132:24 | 286:11 | 119:18 | XR's 168:1 |
| 204:6 | 133:1 | 288:23 | written | XR.com |
| 207:22 | 179:16,18 | worry 145:20 | 197:7 | 155:19 |
| 226:23 | 189:9 | worse 204:10 | wrong 15:16 | 156:11 |
| 227:6,9 | 192:22 | 282:25 | 36:11 47:7 | XR.org |
| 237:11 | 204:15 | worth 173:11 | 66:8 71:10 | 259:15 |
| 251:12 | 205:6 | 193:21 | 162:11 | |
| 252:8 | 206:17 | 285:7 | 241:14 | Y |
| 255:20 | 208:8,19 | wouldn't | 273:10 | yeah 6:7 |
| 264:25 | 215:5 | 10:2,7 | wrote 40:4 | 7:25 9:8 |
| 275:24 | 246:5,14 | 14:16,16 | 191:13,15 | 9:22 13:17 |
| 282:8 | 251:6 | 15:7 23:13 | 193:17 | 15:12 16:5 |
| 287:17 | 264:17,22 | 51:4,5,7,7 | 197:14 | 19:7,20 |
| 290:25 | 264:23 | 51:12 | 201:5 | 21:4,21 |
| worked 7:11 | works 18:18 | 60:24 | | 22:2 23:24 |
| 19:4 20:25 | 18:18,24 | 66:19,20 | X | 23:25,25 |
| 61:22 | 19:2,2 | 67:1 90:18 | X 3:8 145:18 | 25:4,6 |
| 102:18 | 35:13 | 107:2 | 145:18 | 26:5 31:22 |
| 123:23 | 37:11 42:3 | 113:8 | XR 14:21 | 38:6 41:7 |
| 124:4,23 | 45:18 46:4 | 142:4 | 35:1 | 44:17,22 |
| 125:11,19 | 47:21,22 | 143:22,24 | 114:20 | 45:23 |
| 126:9,20 | 55:9 64:10 | 148:24 | 158:3,6 | 51:24 |
| 127:2,12 | 64:18 65:1 | 164:7 | 160:15 | 57:16,17 |
| 127:21,25 | 65:8 66:16 | 171:11 | 164:20,23 | 57:17 58:5 |
| 128:18,19 | 70:22 | 176:8 | 165:4,11 | 61:1,4,6,6 |
| 128:23,24 | 74:20 76:5 | 181:3 | 165:18,20 | 61:24 |
| 129:2,3 | 76:11 | 192:1 | 166:1,6,9 | 62:11,15 |
| 135:23 | 78:17,19 | 197:15 | 166:12,13 | 62:25 |
| 137:17,24 | 81:9 83:14 | 201:8 | 166:24 | 72:20,22 |
| 138:7 | 84:7 85:8 | 210:3 | 167:7,13 | 74:7 75:4 |
| 142:9,10 | 86:1,16 | 220:1 | 167:15,17 | 87:22 |
| 142:15 | 87:20 89:7 | 239:13 | 168:7,9 | 91:23 |
| 144:13 | 89:22 | 247:15 | 169:12,15 | 93:13 |
| working | 99:19,19 | 251:19 | 169:20 | 94:12,18 |
| 20:22 21:1 | 114:6 | 252:6 | 170:4 | 95:12 |
| 21:23 | 117:4 | 258:9 | 171:2,5 | 101:6 |
| 61:11 | 129:20,23 | 270:18 | 175:3 | 102:8 |
| 94:23,25 | 160:8 | Wow 273:20 | 176:15 | 104:8 |
| 95:1 96:18 | 164:2 | wrap 291:23 | 178:13,25 | 105:12,16 |
| 97:10 | 225:25 | 291:25 | 179:2 | 110:2 |
| 98:14,16 | 246:1,4,7 | wrap-up | 198:11 | 125:21 |
| 101:13 | 246:10 | 271:1 | 214:21 | 134:7 |
| 120:9,17 | 264:19,19 | write 66:19 | 255:18,21 | 136:20 |
| 122:24 | 277:19 | 134:22,25 | 255:24,25 | 137:5,7,12 |
| 123:9,21 | world 17:16 | 269:2 | 258:4 | 143:11 |
| 124:20 | 17:21 | 274:5 | 259:15,16 | 144:23 |

| | | | | |
|-----------|-------------------|--------------------|---------------------|---------------------|
| 146:8,9 | 276:11,11 | 252:15,18 | 212:11 | 1.5 150:2 |
| 149:7,13 | 276:19 | 264:16 | 215:13,18 | 151:6 |
| 150:1 | 277:7 | 279:19,19 | 218:20,22 | 1:22 105:20 |
| 151:16 | 278:2 | 279:25 | 219:5 | 10 3:24 |
| 153:14 | 282:9 | 285:15,20 | 222:6 | 29:22 |
| 154:22 | 283:12 | year-to-... | 224:8 | 207:17 |
| 156:8 | 284:21 | 178:10 | 225:9 | 221:9 |
| 159:11 | 285:1,1 | years 6:20 | 230:2,3,8 | 253:21,24 |
| 160:12,18 | 286:10 | 6:22 12:19 | 234:23 | 255:8,10 |
| 161:2 | 287:23 | 12:23 13:1 | 235:7 | 256:1 |
| 166:20 | 292:19 | 13:20 | 259:12 | 10,000 |
| 177:16,20 | year 11:20 | 15:20 19:4 | 266:10 | 173:18 |
| 181:14 | 12:9 44:1 | 28:25 32:8 | 268:8 | 221:9 |
| 185:14,14 | 68:18 | 33:4 34:7 | 279:16 | 286:20 |
| 185:19 | 81:22 95:4 | 35:2,11 | Yep 134:4 | 10:00 192:19 |
| 186:18 | 95:16 | 38:9 43:25 | York 216:22 | 10:08 26:12 |
| 196:11 | 99:11,11 | 45:20,21 | Yorker 200:9 | 10:45 54:20 |
| 198:9 | 133:3 | 54:3 55:11 | young 286:5 | 10:50 54:23 |
| 200:23 | 144:17 | 55:12 | YouTube | 100 71:12 |
| 201:2 | 153:12 | 68:16 | 142:4 | 1000 2:4 |
| 203:18 | 160:20,21 | 75:15,23 | | 1099 16:2,11 |
| 205:22 | 160:21 | 81:19 88:8 | Z | 16:13 19:6 |
| 211:21 | 168:5 | 90:22 | zero 42:13 | 1099s 17:3 |
| 212:8 | 170:15,16 | 92:16 93:1 | 180:12 | 11 3:25 |
| 213:19 | 170:17 | 93:25 94:6 | Zo 12:12,16 | 229:8 |
| 214:7,8 | 171:11,11 | 95:12 99:9 | 13:21 | 268:11,14 |
| 216:13 | 173:15 | 100:2 | 265:15,17 | 11:28 85:1 |
| 217:1 | 178:14,19 | 108:7 | 265:17 | 11:38 85:4 |
| 223:2,20 | 178:25 | 112:18 | zone 99:24 | 1105 2:11 |
| 224:18 | 179:2 | 113:6 | Zoom 1:13 | 11691 294:6 |
| 226:3 | 184:2 | 116:4 | 2:6,14,17 | 12 15:20 |
| 229:2,4 | 192:7 | 118:8,9,13 | 43:9,9 | 19:4 92:16 |
| 235:15 | 193:1 | 118:23 | | 100:2 |
| 238:16 | 194:23 | 119:1 | 0 | 129:3,17 |
| 239:18 | 198:13 | 127:25,25 | 0003 278:12 | 175:25 |
| 240:13,19 | 204:13 | 129:18 | 278:14 | 221:9 |
| 245:2 | 206:7,11 | 130:6,11 | 08 262:9 | 226:2 |
| 246:25 | 206:20 | 148:16,22 | | 12-25-2018 |
| 247:22 | 208:14,18 | 164:7 | 1 | 279:23 |
| 252:21 | 208:22 | 168:13 | 1 3:12 25:18 | 12-30-2018 |
| 254:10 | 210:2,6,8 | 170:5 | 25:22 | 279:23 |
| 260:22 | 210:18,19 | 173:13,14 | 26:15 | 12:04 105:17 |
| 261:6 | 212:25 | 173:15,17 | 27:10,12 | 122 149:21 |
| 263:10 | 213:3 | 175:9,18 | 27:13,19 | 122,945,000 |
| 267:1 | 214:3 | 175:21,24 | 30:12 | 149:17 |
| 268:16 | 215:4,20 | 176:3 | 294:14 | 123 149:5 |
| 269:1,21 | 215:20,21 | 180:19 | 1-1 278:7 | 123,956,564 |
| 270:8 | 220:16 | 194:13 | 1-800-31... | 149:15 |
| 271:15 | 239:6,14 | 208:25 | 1:25 | 13 176:4 |
| 272:23 | 239:17 | 209:2 | 1,965 155:19 | 208:23,24 |

| | | | | |
|---|---|---|--|---|
| 208:24 215:9 13-year-old 211:17 133 3:15 14 57:18,20 71:7 108:7 134:7 176:4 179:6 208:23 215:9 140 194:22 210:13,15 213:8,12 147 3:16 15 29:22,25 57:17 130:6,11 144:19 176:4 191:17 221:9 266:10 267:17 272:4 15,000 93:19 94:7 150 94:7 150,000 259:2 16 57:19 176:4 267:17 17 144:19 208:16 235:8 264:15 18 134:7 136:16 144:20,20 179:23 211:24 212:11 235:8 180 94:7 19 6:17 86:14 87:5 129:3 221:9 | 1900 221:24 221:25 1900-plus 163:2 199 160:20 160:21 <hr/> 2 21:17 3:14 5:22,23 91:17,20 91:24 94:9 215:23 218:1,9 294:19 2,000 35:1 176:16 260:2 267:10 2.4 203:20 206:1 207:10 208:14 213:13 215:24 2.5 269:11 2.7 212:25 213:2,3 2.8 206:5,19 206:20,23 213:13 220:14 2:29 164:17 2:37 164:13 2:49 164:17 20 1:20 29:22,22 29:25 160:17,18 173:13,14 294:8 20,000 206:16 200 94:8 173:16 200,000 206:12 2004 57:6 2007 108:6 131:1 | 262:9 263:13 280:1 2008 263:14 2011 106:16 2012 268:1,6 2013 71:7 144:18 176:6 179:6,11 214:9 2014 38:6 57:15 86:14 87:5 92:8 2015 278:4 279:6,8 2016 208:16 264:15 2017 106:16 106:17,23 106:25,25 108:20 109:17,20 110:10,21 122:8 136:16 174:10,11 179:23 273:23 280:7 2018 6:15 7:23 154:2 206:23 209:1 268:1,6 274:17,20 2019 7:23 38:6 57:6 57:15 123:24,25 153:22,23 174:11 175:8 209:1 213:4,5 215:21 217:18,20 217:21,22 218:14 | 219:6 235:9,25 278:5 279:8 280:2,7 2020 1:20 4:2 178:8 178:9 180:12,14 181:6 213:5 215:21 284:20 294:8,21 20th 4:2 216 3:17 22 234:7 22,000 67:8 222 3:19,20 3:21,23 240 173:14 25 3:13 93:20,21 221:9 272:4 25,000 60:25 219:8 250 160:20 250,000 259:3 253 3:24 26.5 268:2 268 3:25 27 36:1 275 3:4 28,000 173:2 281 3:5 <hr/> 3 3 3:15 133:4 133:7,10 147:15 179:16 208:20 213:1 278:6,7,24 3,000 34:24 172:22 3:03 174:22 3:04 174:25 | 3:26 232:10 3:46 211:1 3:59 211:4 30 6:9,10 8:25 34:18 149:24 156:21 160:17,18 193:21 198:12 207:16 30(b)(6) 1:14 3:12 25:19 26:16 31:2 30(e) 294:19 30,000 34:10 34:16 35:12 37:11 38:2 85:7,8,10 32,000 54:4 55:13 69:24 83:3 87:3 166:20 169:10,11 170:22 171:20,24 172:8,9,11 172:12 35 221:9 <hr/> 4 4 3:16 147:11,15 147:17 173:18 174:9,16 4:26 232:10 232:10 4:34 232:13 40 6:8,8,9 6:10 33:13 93:21 156:21 172:13,15 200:7 221:12,12 40,000 205:5 |
|---|---|---|--|---|

| | | | | |
|---------------------|---------------------|-------------------|--|--|
| 400,000 | 222:15,19 | 9:19 1:21 | | |
| 205:17 | 222:20,22 | 4:2 294:8 | | |
| 246:21 | 223:14,15 | 9:47 26:9 | | |
| 250:24 | 234:5,6 | 90 7:20,21 | | |
| 251:15 | 6:10 292:7 | 212:3 | | |
| 266:11 | 293:8 | 900 207:15 | | |
| 420,000 | 7 | 91 3:14 | | |
| 144:17 | 7 3:20 221:9 | 911 126:2 | | |
| 44 157:11,12 | 222:16 | 99 160:19 | | |
| 157:16 | 279:6 | | | |
| 45 150:2 | 7-24-2018 | | | |
| 473 1:24 | 279:24 | | | |
| 294:5,23 | 7-26-2017 | | | |
| 4th 294:21 | 279:24,25 | | | |
| 5 | 7-29-2018 | | | |
| 5 3:3,17 | 279:24 | | | |
| 94:1 | 7-6-2018 | | | |
| 172:14 | 279:24 | | | |
| 175:10,22 | 7-7-2018 | | | |
| 207:17 | 279:24 | | | |
| 216:5,9,9 | 7,000 291:3 | | | |
| 5-19-CV-... | 70 33:13 | | | |
| 1:7 | 157:15 | | | |
| 5-3-2019 | 713) 869-... | | | |
| 137:11,11 | 2:5 | | | |
| 137:15 | 731,000 | | | |
| 5,000 173:18 | 150:3 | | | |
| 5:00 253:25 | 731,180,000 | | | |
| 254:6 | 150:4 | | | |
| 5:02 255:2 | 77007 2:5 | | | |
| 5:15 255:5 | 78701 2:12 | | | |
| 5:36 271:4 | 8 | | | |
| 5:43 271:7 | 8 3:21 221:9 | | | |
| 50 214:20,20 | 222:16 | | | |
| 221:12 | 80 157:15 | | | |
| 269:7 | 8100 2:4 | | | |
| 50,000 | 89052 5:25 | | | |
| 252:23 | 8th 92:7 | | | |
| 50/50 266:22 | 9 | | | |
| 500 262:20 | 9 3:22 | | | |
| 51 193:1 | 222:17,20 | | | |
| 512) 717-... | 227:21,24 | | | |
| 2:12 | 9,000 36:9 | | | |
| 55 233:6 | 66:8 70:25 | | | |
| 56 228:4 | 71:3 73:7 | | | |
| 232:3 | 221:9,21 | | | |
| 6 | 226:24 | | | |
| 6 3:18 221:9 | | | | |

Text
Text
Text

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

MALIBU MEDIA, LLC,

Plaintiff,

vs.

JOHN DOE,

Defendant.

CIVIL ACTION NO. 5-19-CV-00834-DAE

JURY TRIAL DEMANDED

EXPERT REPORT OF GLENN K. BARD

1. My name is Glenn K. Bard. Currently I serve as the Senior Forensic Examiner for Flashback Data, LLC. My duties at Flashback Data, LLC include conducting forensic examinations of computers, laptops, servers, mobile devices, flash drives, and other digital storage devices.

2. Flashback Data, LLC is ISO/IEC 17025:2017 compliant accredited by the ANSI Accreditation Board. To maintain this accreditation, Flashback Data, LLC adheres to standards related to the handling and analysis of digital evidence to include proper chain of custody, acquisition of digital devices, validation of forensic software, internal and external proficiency testing, and peer review of forensic analysis.

3. I earned my Associates Degree from the Community College of Beaver County.

4. Prior to my work at Flashback Data, LLC I was a Pennsylvania State Trooper assigned to the computer crime unit until retiring in 2010. During my career with the Pennsylvania State Police I was also sworn as a US Marshal and FBI agent, tasked with conducting computer and cellular forensics. I am also a Veteran of the US Army, completed a tour in support of Operation Desert Storm, and was a faculty instructor at a college in Pennsylvania from 2003 to 2010.

5. During my tenure as a Pennsylvania State Trooper I was tasked with conducting investigating crimes ranging from child pornography to Criminal Homicide.

6. Some of the cases I have worked on involved the impeachment of the Deputy Prime Minister of Albania, examinations of numerous devices of persons attempting to disrupt the G20 summit in 2009, persons involved in plots to commit terroristic attacks against the United States, and more.

7. I have examined over 15 thousand different types of digital evidence ranging from cellular devices to RAID arrays, servers, gaming systems, NVR / DVR systems and more.

8. One of my functions at the Pennsylvania State Police was conducting online P2P (Peer to Peer) child pornography investigations.

9. I have taken part in over 500 search warrants for a wide range of crimes. Additionally, I have testified as an expert in numerous states and Federal court as well as the US Virgin Islands for crimes involving Criminal Homicide, Child Pornography, Kidnapping, and more.

10. I have volunteered for the National Center for Missing and Exploited Children as a member of Project Alert, and additionally I have instructed members of NCMEC on digital technology.

11. I have taught hundreds of classes to Law Enforcement since 2007. During that time I have taught thousands of investigators.

12. I have developed two forensic certifications obtained by hundreds of members of Law Enforcement in the United States. Additionally, I have been contracted to develop and teach the certifications for the forensic software programs SecureView and Passware.

13. During my career I have attended training from various organizations including the Computer Science and Artificial Intelligence Laboratories (CSAIL) and the Massachusetts

Institute of Technology (MIT), the University of Washington, and I am currently enrolled in a professional education course at Curtin University.

14. My work has often involved the study and evaluation of evidence involving the use of file sharing networks, including BitTorrent. I am experienced with the BitTorrent network and how it works, if called upon to explain the operation of the BitTorrent network in the context of this case at trial, I expect to do so.

15. I have also obtained numerous certifications during my career to include the CISSP, CFCE, CHFI, A+, Network+, Security+ and more.

16. I have been retained as a technical expert by JT Morris Law, PLLC on behalf of the defendant in this case, who I understand remains anonymous to the public in this litigation and is referred to as "John Doe," to provide my expert opinion regarding Malibu Media's allegations of copyright infringement. I have attached a current copy of my curriculum vitae as Exhibit 1. My employer is being compensated at the rate of \$350 per hour for my services related to this report. My compensation does not depend on the outcome of this litigation. I have no personal interest in the outcome of this litigation.

17. In forming the opinions presented in this report, I have reviewed and relied upon, among other things, the following documents:

- a. The Complaint from Malibu Media in this matter, attached as Exhibit 2.
- b. Malibu Media's Motion for Leave to File Third Party Subpoena, attached as Exhibit 3.
- c. Declaration of John Doe, which I understand had been submitted to the Court in this case, attached as Exhibit 4.
- d. The transcript of a Court Hearing involving Malibu Media before Hon.

Steven I. Locke in the United States District Court for the Eastern District of New York, in Case No. CV-15-3504, attached as Exhibit 5.

- e. A copy of a Court opinion in which Malibu was involved, *Malibu Media LLC v. Doe*, No. 13 C 6312, 2016 U.S. Dist. LEXIS 14798, at *8 (N.D. Ill. Feb. 8, 2016), attached as Exhibit 6.

18. Upon reviewing Exhibit 3, I focused on the technological aspects of the incidents described in the Motion and its attachments.

19. In reviewing Exhibit 3, I found that the document made statements concerning the IP address identifying a person. To the extent that Malibu Media or its consultant state or imply that identification of an IP address alone can identify a specific person, this statement or implication is false.

20. When an ISP (Internet Service Provider) identifies a person's name in response to legal process supplied, that name is merely the subscriber information for the account, and not necessarily the person conducting activity on the network, or not even necessarily a person at the location.

21. What the IP address truly identifies is that of the gateway of the network to the internet. That gateway acts as the bridge between the internet and the internal network, and that gateway is the single device that is assigned both an external and internal IP address.

22. Behind that gateway can be numerous devices accessed by many people. In some cases, the network can be a small residential system, or it can be a large network such as ones used at hospitals, airports, universities and so on.

23. Assuming, for the moment, that the declarations submitted by Malibu Media are true,

the IP address those declarations claim was captured during this incident was the IP address of the gateway, and not an individual computer system within the network.

24. Anyone within that network would be sharing the same external IP address of the gateway, therefore the identity of the subscriber cannot simply be used as the person responsible for this event.

25. This is highly relevant since more modern routers have capabilities to have both a secured private internal network and an open guest network. This is a very common occurrence seen every day in locations such as restaurants, coffee shops, doctors' offices and so on. There will be one secured private internal network for employees and a second guest network for customers to access.

26. It would not be unlikely, therefore, for the information packets described in the declarations to have come from someone other than John Doe. Given that there are usually several potential users of the gateway IP address, without additional information, it is not unreasonable to assume that John Doe is likely not the user that Malibu Media's consultants say uploaded a piece or pieces of data. In other words, one cannot say with any confidence that John Doe is associated with those information packets. In addition, if John Doe were to have kept any portion of his network open during the relevant times, without password protection, then it is additionally likely that Doe was not the accused user, and, as a matter of logic and in my investigative experience, significantly more likely, particularly given the nature of the materials that Malibu Media has listed and the ready availability of such materials elsewhere.

27. A typical household will have several potential users of the gateway IP address. In addition, the potential users are not limited to members of the household.

28. I have personally conducted investigations involving P2P child pornography

downloads where the suspect was not the subscriber name associated with the ISP, and was instead, for example, a neighbor using the subscriber's open WiFi. This happens so often there are tools for tracking such "moochers," such as the tool named "moocher hunter."

29. Additionally, the external (Public) IP address is generally assigned using a lease. This means that the IP address will be the same for a specific time period established by the ISP, and when that lease expires, a new IP address is assigned. As I reviewed the contents of the document, I noticed a discrepancy between the years listed for this event. In one instance it was listed as 2016 and in another it was listed at 2019. If such an error occurred during the course of the download of the pieces of information, then the wrong IP address could have been identified, and the wrong subscriber information obtained.

30. I also reviewed a case in which Malibu Media was a Plaintiff, in which the Court examined the same methodology Malibu Media claims to have used in this case (Exhibit 6). This case is instructive, in my opinion, because it involved testimony from the same Declarants from whom Malibu has submitted testimony in this case, involving the same packet capture methodology in accusing the subscriber corresponding to an IP address from which a piece or pieces of data were said to have been downloaded. The Court states:

Malibu's proof that Doe copied its works relies, then, on the evidence it tenders to show that a computer linked to Doe's IP address distributed one or more bits of each of the works. Even if that disputed evidence were accepted, the IP address alone is not enough to impose liability on Doe. An IP address discloses the location of the internet line used for the transaction (*see, e.g., TCYK, LLC v. Does I-87*, No 13 C 3845, 2013 U.S. Dist. LEXIS 95817, 2013 WL 3465186, at *2 (N.D. Ill. July 10, 2013)), but it does not identify the individual person who engaged in the transaction. 'An IP address provides only the location at which one of any number of computer devices may be deployed, much like a telephone number can be used for any number of telephones.' *In re BitTorrent Adult Film Copyright Infringement Cases*, 296 F. R. D. 80, 84 (E.D.N.Y. 2012)

31. The Court goes on to state:

Malibu contends that this court previously held that Malibu need only prove that Doe's IP address was used in order to prove Doe's liability. [Dkt 147 at 1.] That is not correct.... Evidence of a link between an IP address and Malibu's movies ... is not enough to prove liability.... Malibu has no evidence suggesting that an IP address used by Doe's work computer was in any way involved with Malibu's works. The court concluded that Malibu's effort to take discovery about Doe's work computer without even a link to the IP address used by those computers was 'just fishing.'

32. I agree with the Court's conclusions. Specifically, I agree that "Evidence of a link between an IP address and Malibu's movies ... is not enough to prove liability." I also agree that Malibu's Packet Capture methodology constitutes "no evidence" that any end computer (and, thus, even further, that any user) "was in any way involved with Malibu's works."

33. In addition, according to the Declaration of Tobias Fieser submitted by Malibu Media in this case as the evidence of copyright infringement by Doe, he downloaded multiple pieces of data from IP address 70.121.72.191. He claims that the pieces were identified by a cryptographic hash corresponding to a Malibu Media copyrighted movie. His declaration does not explain the precise nature of these pieces, but based on my experience with the BitTorrent network and review of the documents and testimony from Malibu Media, should any such pieces have been transferred, they would likely have been extremely small in relation to the data file for any of the films in this case—likely 16 Kb. But thousands of times this volume of additional data from other sources are needed to constitute an entire film. I also noticed that nowhere in the declaration is there conclusive evidence that an entire film was ever downloaded, displayed, or distributed as part of this exercise.

34. It is my opinion that neither the declarations and other materials submitted by Malibu Media in this case and provided to me in the attached exhibits, nor the methodology used,

is, or could be, sufficient to show that John Doe distributed, displayed, or otherwise interacted with the films for which Malibu Media states that it owns the copyrights.

35. My opinions are based upon my education, training, and experience in addition to the information reviewed and my analysis in this case and are stated to a reasonable degree of certainty in my field of expertise.

36. I reserve the right to supplement my opinions upon future findings of the Court or receipt of additional information.

August 28, 2020

A handwritten signature in black ink, appearing to read 'G. K. Bard', is written over a horizontal line.

Glenn K. Bard